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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1001304286 Fee: \$114.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2010 02:35 PM Pg: 1 of 40

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 07-19-400-027-0000

Address:

Street: 2351 Schaumburg Road

Street line 2:

City: Schaumburg

State: IL

ZIP Code: 60193

Lender: HARRIS N.A.

Borrower: ANGEL ASSOCIATES LIMITED PARTNERSHIP

Loan / Mortgage Amount: \$34,000,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7/170 et seq. because it is commercial property.

Certificate number: E17061C7-DFE0-4FE8-90EC-532E8F27F85B

Execution date: 12/11/2009

NCS 288088-001 JEL

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**MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

Dated as of
December 11, 2009

FROM

ANGEL ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership

TO

HARRIS N.A.,
a national banking association

This instrument was prepared by and
when recorded return to:

Lorelle Lindo
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

2732597.01.04.doc
1922954

Cook County - Sites 2253, 5069, 5219, 5313, 5367, 5377, 5391, 5464, 8613, 8634, 8739, 15430, 15599, 15602, 15811, 18630 &
34121

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MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Mortgage and Security Agreement with Assignment of Rents (the "*Mortgage*") is dated as of December 11, 2009, from Angel Associates Limited Partnership, an Illinois limited partnership with its principal place of business and mailing address at c/o Parent Petroleum, 37 W 370 Route 38, St. Charles, Illinois 60175 (hereinafter referred to as "*Mortgagor*") to Harris N.A., a national banking association with its mailing address at 101 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor and Parent Petroleum Inc. (together, the "*Borrowers*") have concurrently herewith entered into that certain Credit Agreement with the Mortgagee bearing even date herewith (as may be amended from time to time, the "*Credit Agreement*"), pursuant to which the Mortgagee shall extend to the Borrowers a term loan in the principal amount of up to \$24,000,000, and a revolving loan in the principal amount of up to \$10,000,000;

WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the aggregate principal sum of \$34,000,000 as evidenced by (i) that certain Term Note of the Borrowers bearing even date herewith and payable to the order of the Mortgagee in the principal amount of \$24,000,000, whereby the Borrowers promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on June 10, 2012 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note*"), and (ii) that certain Revolving Note of the Borrowers bearing even date herewith and payable to the order of the Mortgagee in the principal amount of \$10,000,000 (the "*Revolving Credit*"), whereby the Borrowers promise to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on December 10, 2010, as such date may be extended pursuant to Section 1.6 of the Credit Agreement (the "*Revolving Credit Termination Date*") (such revolving note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Revolving Note*"; and together with the Term Note, collectively referred to herein as the "*Notes*");

WHEREAS, the Revolving Credit shall also be available to the Borrowers by way of letters of credit issued by the Mortgagee with expiry dates not later than the Revolving Credit Termination Date (the "*Letters of Credit*") pursuant to one or more applications therefor (the "*L/C Applications*");

WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time enter into one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future, or option agreements, or any similar interest rate, currency or commodity hedging agreements with the Mortgagee or its affiliates (the "*Hedging Agreements*"; and the liability in respect of Hedging Agreements being hereinafter referred to as the "*Hedging Liability*"); and

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WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time incur liability to the Mortgagee or its affiliates arising out of (a) the execution or processing of electronic transfer of funds by automatic clearing house transfer, wire transfer or otherwise to or from any deposit account of any such Borrower or any such subsidiary now or hereafter maintained with the Mortgagee or any of its affiliates, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts by the Mortgagee or any of its affiliates, and (c) any other deposit, disbursement, and cash management services afforded to any such Borrower or any such subsidiary by the Mortgagee or any of its affiliates (the "Arrangements"; and the liability in respect of the Arrangements being hereinafter referred to as "*Funds Transfer and Deposit Account Liability*");

NOW, THEREFORE, to secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (iii) the payment and performance of all obligations arising under any and all L/C Applications executed by the Borrowers in connection with the Letters of Credit, including the obligation of the Borrowers to reimburse the Mortgagee for any draws under the Letters of Credit, (iv) the observance and performance of all covenants and agreements contained herein or in the Credit Agreement, the Notes, any and all L/C Applications for the Letters of Credit or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto, (v) the payment of all sums due or owing with respect to Hedging Liability and (vi) the payment of all sums due or owing with respect to Funds Transfer and Deposit Account Liability (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges owned by Mortgagor described in Granting Clauses I, II, III, IV, V, VI, and VII below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

GRANTING CLAUSE I

That certain real estate lying and being in the County of Cook and State of Illinois more particularly described in Schedule I attached hereto and made a part hereof.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection

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with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Mortgage, to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a security agreement under the provisions of the Uniform Commercial Code of the State of Illinois for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof. Mortgagor's organizational registration number is S014189.

GRANTING CLAUSE II

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an Event of Default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

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GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Mortgagor or by anyone on Mortgagor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

GRANTING CLAUSE VII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; *provided, however*, that this Mortgage is upon the express condition that if the principal of and interest on the Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then this Mortgage and the estate and rights hereby granted shall cease and this Mortgage shall be promptly released by Mortgagee at the expense of Mortgagor, otherwise to remain in full force and effect.

It is expressly understood and agreed that the indebtedness hereby secured will in no event exceed two hundred percent (200%) of (i) the total face amount of the Notes plus (ii) the

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total interest which may hereafter accrue under the Notes on such face amount plus (iii) any fees, costs or expenses which may be payable hereunder.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. *Payment of the Indebtedness.* The indebtedness hereby secured will be promptly paid as and when the same becomes due.

2. *Further Assurances.* Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Mortgage and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. *Ownership of Mortgaged Premises.* Mortgagor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges and encumbrances except those exceptions to title listed on Schedule II attached hereto (the "*Permitted Exceptions*") and Mortgagor has good right, full power and authority to convey, transfer and mortgage the same to Mortgagee for the uses and purposes set forth in this Mortgage; and Mortgagor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions against all claims and demands whatsoever.

4. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this Mortgage.

5. *Payment of Taxes.* Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts (or other evidenced reasonably satisfactory to the Mortgagee) evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be reasonably required in the proceedings or requested by Mortgagee.

6. *Payment of Taxes on Notes, Mortgage or Interest of Mortgagee.* Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Notes or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate

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privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

7. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest reasonably required and requested by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refileing of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this Mortgage or any instrument issued pursuant hereto recorded.

8. *Insurance.* Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the reasonable request of Mortgagee and at Mortgagor's expense by the insurer or insurers or by an expert reasonably approved by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content reasonably satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and reasonably approved by Mortgagee. Mortgagor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Mortgagee from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host liquor liability, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "extended coverage". All insurance required hereby shall be maintained with good

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and responsible insurance companies reasonably satisfactory to Mortgagee with deductible amounts reasonably satisfactory to the Mortgagee and, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Mortgagor and Mortgagee of written notice thereof, and shall be reasonably satisfactory to Mortgagee in all other respects. Upon the execution of this Mortgage and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this Mortgage, Mortgagor will deliver to Mortgagee originals of any policy or renewal policy, as the case may be, required by this Mortgage, bearing notations evidencing the payment of all premiums. In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

UNLESS MORTGAGOR PROVIDES MORTGAGEE WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, MORTGAGEE MAY PURCHASE INSURANCE AT MORTGAGOR'S EXPENSE TO PROTECT MORTGAGEE'S INTERESTS IN THE MORTGAGED PREMISES. THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTERESTS IN THE MORTGAGED PREMISES. THE COVERAGE PURCHASED BY MORTGAGEE MAY NOT PAY ANY CLAIMS THAT MORTGAGOR MAKES OR ANY CLAIM THAT IS MADE AGAINST MORTGAGOR IN CONNECTION WITH THE MORTGAGED PREMISES. MORTGAGOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY MORTGAGEE, BUT ONLY AFTER PROVIDING MORTGAGEE WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF MORTGAGEE PURCHASES INSURANCE FOR THE MORTGAGED PREMISES, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT MORTGAGEE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE INDEBTEDNESS HEREBY SECURED. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN.

9. *Damage to or Destruction of Mortgaged Premises.*

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

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(c) *Adjustment of Loss.* Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Mortgagor, subject to final reasonable approval of Mortgagee in the case of losses exceeding \$250,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof shall first be applied toward the payment of the amount owing on the indebtedness hereby secured in such order of application as Mortgagee may elect whether or not the same may then be due or be otherwise adequately secured; *provided, however,* that Mortgagee shall, subject to the terms and conditions set forth in the Credit Agreement, release the proceeds thereof for use in restoring the Mortgaged Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all acts necessary to complete such restoration, including advancing additional funds, and any additional funds so advanced shall constitute part of the indebtedness hereby secured and shall be payable on demand with interest at the Default Rate.

10. *Eminent Domain.* Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagee's option (subject to Section 3.3(i) of the Credit Agreement), to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

11. *Construction, Repair, Waste, Etc.* Mortgagor agrees (i) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances (unless uneconomical, obsolete or worn-out (as determined in the reasonable business judgment of Mortgagor)) on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee (which shall not be unreasonably withheld or delayed) and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Mortgagor covenants that the same will be replaced promptly by

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similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (ii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iii) to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; (iv) to effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (v) to comply with all statutes, orders, requirements or decrees relating to the Mortgaged Premises by any federal, state or municipal authority; (vi) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee (which consent shall be unreasonably withheld or delayed); and (vii) to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or as otherwise permitted by Mortgagee or this Mortgage.

12. *Liens and Encumbrances.* Mortgagor will not, without the prior written consent of Mortgagee (which consent shall be unreasonably withheld or delayed), directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Mortgage and the Permitted Exceptions.

13. *Right of Mortgagee to Perform Mortgagor's Covenants, Etc.* If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee (which shall not be unreasonably withheld or delayed), without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform same under the terms of this Mortgage.

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14. *After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if reasonably requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

15. *Inspection by Mortgagee.* Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises in accordance with Section 8.6 of the Credit Agreement.

16. *Financial Reports.* Mortgagor will furnish to the Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises in accordance with Section 8.5 of the Credit Agreement.

17. *Subrogation.* Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the loans evidenced by the Notes or out of any advance by Mortgagee hereunder, irrespective of whether or not any such lien may have been released of record.

18. *Events of Default.* Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the occurrence of an Event of Default under the Credit Agreement; or

(b) the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except as permitted Section 8.10 of the Credit Agreement or for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or

(c) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

(d) the Mortgaged Premises is abandoned.

19. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the

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indebtedness hereby secured) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Mortgagee may, by written notice to Mortgagor, declare the Notes and all unpaid indebtedness hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Rate.

(c) *Foreclosure.* Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) *Appointment of Receiver.* To the extent permitted by applicable law, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) *Taking Possession, Collecting Rents, Etc.* To the extent permitted by Law, Mortgagee may enter and take possession of the Mortgaged Premises or any part

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thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, reasonable counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate.

20. *Waiver of Right to Redeem From Sale - Waiver of Appraisal, Valuation, Etc.* Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws*", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this Mortgage and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring

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any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

21. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

22. *Application of Proceeds.* The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 19(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 19(b) and 21 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Notes with interest thereon as herein provided; Third, to all principal of and interest on the Term Note; Fourth, to all principal of and interest on the Revolving Note; Fifth, to cash collateralize the reimbursement obligations under the Letters of Credit with any overplus to whomsoever Mortgagee shall reasonably determine to be lawfully entitled to the same.

23. *Deficiency Decree.* If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and, to the extent permitted by law, Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor and until such deficiency decree is satisfied in full.

24. *Mortgagee's Remedies Cumulative - No Waiver.* No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

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25. *Mortgagee Party to Suits.* If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Rate.

26. *Modifications Not to Affect Lien.* Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

27. *Notices.* All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereunder shall be given in accordance with the provisions of Section 10.8 of the Credit Agreement.

28. *Security Agreement.* This instrument constitutes a Security Agreement with respect to all personal property in which Mortgagee is granted a security interest hereunder, and Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Mortgagor hereby agrees to execute and deliver on demand and hereby irrevocably constitute and appoint Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Mortgagee may reasonably request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of an Event of Default hereunder, Mortgagee shall have the right to cause any of the Mortgaged Premises which is personal property and subject to the security interest of Mortgagee hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Mortgagee shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Mortgagee. Any person,

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including Mortgagee, shall be eligible to purchase any part or all of such property at any such disposition.

29. *Direct and Primary Security; Liens Absolute.* The lien and security interest herein created and provided for stand as direct and primary security for the Notes as well as for any of the other indebtedness hereby secured. No application of any sums received by Mortgagee in respect of the Mortgaged Premises or any disposition thereof to the reduction of the indebtedness hereby secured or any part thereof shall in any manner entitle Mortgagor to any right, title or interest in or to the indebtedness hereby secured or any collateral or security therefor, whether by subrogation or otherwise, unless and until all indebtedness hereby secured has been fully paid and satisfied and all commitments of Mortgagee to extend credit to the Borrowers shall have expired. Mortgagor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee or any other holder of any of the indebtedness hereby secured, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Mortgagee or any other holder of any of the indebtedness hereby secured of any other security for or guarantors upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of Mortgagee or any other holder of any of the indebtedness hereby secured to realize upon or protect any of the indebtedness hereby secured or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Mortgagee, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the indebtedness hereby secured, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. In order to realize hereon and to exercise the rights granted Mortgagee hereby and under applicable law, there shall be no obligation on the part of Mortgagee or any other holder of any of the indebtedness hereby secured at any time to first resort for payment to any guaranty of any of the indebtedness hereby secured or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Mortgagee shall have the right to enforce this Mortgage irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

30. *Multisite Real Estate Transaction.* Mortgagor acknowledges that this Mortgage is one of several mortgages and other security documents (the aforesaid being together called the "Other Security Documents") which secure the indebtedness evidenced by the Notes and the other indebtedness hereby secured. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee or any other holder of any of the indebtedness hereby secured, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Mortgagee or any other holder of any of the indebtedness hereby secured of any security for or guarantors upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of Mortgagee or any other holder of any of the indebtedness hereby secured to realize upon or protect any of the indebtedness hereby secured or any collateral or security therefor including the Other Security Documents. The lien and security

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interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the indebtedness hereby secured, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its right and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the indebtedness hereby secured, except to the extent of payment, or the lien of this Mortgage and any exercise of the rights or remedies of the Mortgagee hereunder shall not impair the lien of any of the Other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

31. *Default Rate.* For purposes of this Mortgage, the term "Default Rate" shall mean the rate per annum determined by adding 2.0% to the interest rate which would otherwise be applicable to Base Rate Portions (as defined in the Credit Agreement) as set forth in the Credit Agreement.

32. *Governing Law.* The creation of this Mortgage, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Mortgagee with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, the Notes and all other obligations of Mortgagor (including, but not limited to, the liability of Mortgagor for any deficiency following a foreclosure of all or any part of the Mortgaged Premises) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

33. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

34. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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35. *Headings.* The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

36. *Changes, Etc.* This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

[SIGNATURE PAGE TO FOLLOW]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

ANGEL ASSOCIATES LIMITED PARTNERSHIP

By Angel Associates, LLC, its general partner

By *Peter A. Spina*
 Name: Peter A. Spina
 Title: Authorized Agent

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DuPage)

On this 11th day of December, 2009, before me, a Notary Public, the undersigned officer, personally appeared Peter A. Spina, who acknowledged himself/herself to be Authorized Agent of Angel Associates, LLC, the general partner of Angel Associates Limited Partnership and that he/she, as such Authorized Agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by himself/herself as such Authorized Agent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine Tani

Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

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SCHEDULE I

LEGAL DESCRIPTION

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

LOT 1 IN CORINIUM PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property Addresses: 2351 W. Schaumburg Rd., Schaumburg, Illinois 60194

P.I.N. No. 07-19-400-027-0000

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Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THAT PART OF ONE ACRE OF LAND IN THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOT 47 IN LOUIS KORDS' MILWAUKEE AVENUE ADDITION TO CHICAGO, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF BELMONT AVENUE AND CRAWFORD AVENUE IN THE CITY OF CHICAGO; THENCE EAST ALONG THE NORTH LINE OF BELMONT AVENUE 124 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 47 AFORESAID; THENCE NORTH ALONG SAID EAST LINE OF LOT 47, 133 FEET; THENCE WEST PARALLEL TO BELMONT AVENUE 124 FEET, MORE OR LESS, TO CRAWFORD AVENUE; THENCE SOUTH ALONG THE EAST LINE OF CRAWFORD AVENUE 133 FEET TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

Property Addresses: 3968 W. Belmont Avenue, Chicago, Illinois 60618

P.I.N. No. 13-23-325-035-0000

UNOFFICIAL COPY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Lots 6, 7, 8, 9 and 10 in Block 23 in Grand Avenue Estates, a Subdivision of that part South of West Grand Avenue of the North 3/4 of the West Half of the Northwest Quarter of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, and the North 33 feet of the South Quarter of said West Half of the Northwest Quarter, in Cook County, Illinois.

Property of Cook County
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____
Cook County Clerk's Office

Property Addresses: 6359 W. Grand Avenue, Chicago, Illinois 60639

P.I.N. No. 13-32-110-049-0000 Vol. 365

UNOFFICIAL COPY

Real property in the City of Forest Park, County of Cook, State of Illinois, described as follows:

Lot 1 (except that part conveyed to the State of Illinois in Deed recorded June 7, 1983 as document number 26633514; and further excepting that part taken for road in case number 96 L 50686), Lot 2 and Lot 3 in Block 4 in C. & J. Schlund's Subdivision of Blocks 25, 26, 27, 28, 38 and 39 in Railroad Addition to Harlem in the Southeast Quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property Addresses: 7204 W. Washington, Forest Park, Illinois 60120

P.I.N. No. 15-12-436-020-0000 Vol. 163

UNOFFICIAL COPY

Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:

LOT 19 IN S. T. GUNDERSON AND SONS' GREEN FIELDS ADDITION TO OAK PARK BEING A SUBDIVISION OF CERTAIN LOTS IN FIREMAN'S INSURANCE COMPANY'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Property of Cook County
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____
Cook County Clerk's Office

Property Addresses: 1201 N. Harlem Ave., Oak Park, Illinois 60302

P.I.N. Nos. 16-06-120-010-0000

UNOFFICIAL COPY

Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:
Lots 1 and 2 in Block 4 in Oak Park Avenue Subdivision, being a Subdivision of Lots 2 and 3 and
that part of Lot 1, lying West of Oak Park Avenue, in the partition by the Circuit Court of Cook
County, of the East Half of Lot 2 in the Subdivision of Section 18, Township 39 North, Range
13, East of Third Principal Meridian (except the West Half of the Southwest Quarter), in Cook
County, Illinois.

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property Addresses: 801 S. Oak Park Ave., Oak Park, Illinois 60304

P.I.N. No. 16-18-135-021-0000 Vol. 144

UNOFFICIAL COPY

Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:

LOTS 10, 11 AND 12 IN BLOCK 9 IN REHM AND ODELL'S SUBDIVISION OF BLOCKS 4, 5, 6, 7, 8, 9, AND 10 IN ROBSON WEDDELL'S ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE WEST 694 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF SAID LOTS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 A DISTANCE OF 35 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 32.02 FEET TO A POINT BEING 20 FEET EAST OF THE WEST LINE OF SAID LOT 12 AND 10 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 (THESE DISTANCES MEASURED AT RIGHT ANGLES TO SAID WEST AND SOUTH LINES, RESPECTIVELY); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 150.07 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 10, SAID POINT BEING 5.52 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10 (AS MEASURED ALONG SAID EAST LINE OF LOT 10); THENCE SOUTH ALONG SAID EAST LINE OF LOT 10 A DISTANCE OF 5.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST ALONG THE SOUTH LINE OF AFORESAID LOTS 10, 11 AND 12 A DISTANCE OF 170 FEET TO THE POINT OF BEGINNING) (ALSO EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NUMBER 96L50090 BY INSTRUMENT RECORDED AS DOCUMENT 96527116 AND RE-RECORDED AS DOCUMENT 96955418 FOR ROADWAY PURPOSES).

Property Addresses: 7140 W. Roosevelt Rd., Oak Park, Illinois 60304

P.I.N. No. 16-18-308-003-0000

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Real property in the City of Maywood, County of Cook, State of Illinois, described as follows: Lot 1 (excepting therefrom that part thereof bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 a distance of 17 feet to a point of tangency of a curve; thence Southwesterly along said curve, having a radius of 17 feet and being concave to the Southeast, a distance of 26.70 feet to a point in the West line of said Lot 1; thence North along the West line of said Lot 1 a distance of 17 feet to the point of beginning; and further excepting that part taken by the State of Illinois Department of Transportation for road in case number 91 L 50980) in Greene's Subdivision of the West 677 feet of the North 504.9 feet of the Northeast Quarter of Section 14, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Addresses: 1001 S. First Ave., Maywood, Illinois 60153

P.I.N. No. 15-14-200-001-0000 Vol. 164

UNOFFICIAL COPY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:
Lots 19, 20, 21 and 22 in Block 8 in Oliver L. Watson's Montrose Blvd. Addition, being a Subdivision of the South 40 acres of the Northwest Quarter of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian, excepting therefrom that part of said Lot 22, bounded and described as follows: beginning at the Southwest corner of said Lot 22 in Block 8 in Oliver L. Watson Montrose Boulevard Addition; thence on an assumed bearing of North 00 degrees 29 minutes 07 seconds West along the West line of said Lot 22, a distance of 20.00 feet to a point; thence South 45 degrees 14 minutes 34 seconds East 28.40 feet to a point in the South line of said Lot 22; thence South 90 degrees 00 minutes 00 seconds West along the said South line of Lot 22, a distance of 20.00 feet to the point of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Addresses: 6350 West Montrose Avenue, Chicago, Illinois 60634

P.I.N. No. 13-17-116-044-0000 Vol. 341

UNOFFICIAL COPY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lots 1, 2, 3 and 4 in Resubdivision of Lot 21 in the Resubdivision of Lot "A" in the Subdivision of Lots 15 and 16 in King and Patterson's Subdivision of the Northeast Quarter of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 19 and 20 in the Resubdivision of Lot "A" in the Subdivision of Blocks 15 and 16 in King and Patterson's Subdivision of the Northeast Quarter of Section 29, Township 40, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Addresses: 5610 W. Diversey Avenue, Chicago, Illinois 60639

P.I.N. Nos. 13-29-231-037-0000
13-29-231-038-0000
13-29-231-039-0000
13-29-231-040-0000
13-29-231-041-0000
13-29-231-042-0000

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Real property in the City of Bellwood, County of Cook, State of Illinois, described as follows:

Lots 20, 21, 22, 23 and 24 in Adolph Sturm's Subdivision of the East Half of the East Half of the Southeast Quarter of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian, lying North of Butterfield Road, in Cook County, Illinois.

Property of Cook County
COOK COUNTY
RECORDS OF DEEDS
CLERK'S OFFICE

Property Addresses: 500 S. Mannheim Rd., Bellwood, Illinois 60104

P.I.N. No. 15-08-407-059-0000

UNOFFICIAL COPY

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 4 IN FRANK WELLS AND COMPANY'S BOULEVARD SUBDIVISION OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of COOK COUNTY
RECORDS & DEEDS
Cook County Clerk's Office

Property Addresses: 3803 Roosevelt Road, Chicago, Illinois 60624

P.I.N. Nos. 16-23-103-019 Vol. No. 569
 16-23-103-020 Vol. No. 569
 16-23-103-021 Vol. No. 569
 16-23-103-022 Vol. No. 569

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Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 1, 2 AND THE NORTH HALF OF LOT 3 IN BLOCK 1 IN HANSBROUGH AND HESS' SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
COOK COUNTY
RECORDS OF DEEDS

Property Addresses: 1950 N. California Avenue, Chicago, Illinois 60647

P.I.N. No. 13-36-307-050-0000

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Real property in the City of Hoffman Estates, County of Cook, State of Illinois, described as follows:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, THENCE SOUTH ALONG SAID PARALLEL LINE 105.30 FEET TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROUTE NO. 72, AS NOW DEDICATED; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 277.67 FEET TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY LINE; CONTINUING THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, HAVING A CURVE TO THE LEFT WITH A RADIUS OF 9728.18 FEET A DISTANCE OF 47.55 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, 126.95 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4, 256.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Addresses: 2598 W. Higgins, Hoffman Estates, Illinois 60169

P.I.N. No. 07-07-100-017 Vol. 187

UNOFFICIAL COPY

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

Lot 1 in Amoco C-2 Subdivision, being a Subdivision of part of the West Half of the Northwest Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 24, 1991 as document number 91676072, in Cook County, Illinois.

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
CAN

Property Addresses: 1329 E. Golf Road, Schaumburg, Illinois 60173

P.I.N. No. 07-13-100-026-0000 Vol. 187

UNOFFICIAL COPY

Real property in the City of Franklin Park, County of Cook, State of Illinois, described as follows:

THAT PART OF TRACT NO. 2 IN OWNER'S DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40.00 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 15.00 FEET OF SAID TRACT NO. 2 (SAID LINE ALSO BEING THE WEST LINE OF PARCEL NO. 32 AS ESTABLISHED BY THE LAND ACQUISITION STREET MAP OF THE ILLINOIS DIVISION OF HIGHWAYS #R-90-113-70, FOR THE WIDENING OF MANNHEIM ROAD), DISTANCE 30.00 FEET NORTH OF THE SOUTH LINE OF SAID TRACT NO. 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS, ALONG THE WEST LINE OF MANNHEIM ROAD AFOREDESCRIBED FOR A DISTANCE OF 140.40 FEET TO A POINT ON A LINE 305.46 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT NO. 2; THENCE NORTH 89 DEGREES 21 MINUTES 40 SECONDS WEST, 160.00 FEET ALONG A LINE 305.46 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT NO. 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 164.80 FEET ALONG A LINE PARALLEL AND 175.00 FEET WESTERLY OF THE EAST LINE OF SAID TRACT TO A POINT ON THE NORTH LINE OF GRAND AVENUE THE SOUTH LINE OF SAID TRACT NO. 2; THENCE SOUTH 85 DEGREES 55 MINUTES 47 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT 2, FOR A DISTANCE OF 130.43 FEET TO A CORNER OF PARCEL NO. 32, (SAID POINT ALSO BEING A POINT DISTANT 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT NO. 2); THENCE NORTH 46 DEGREES 59 MINUTES 46 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 32, FOR A DISTANCE OF 40.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Addresses: 2800 N. Mannheim Road, Franklin Park, Illinois 60131

P.I.N. No. 12-29-203-036-0000

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Real property in the City of Streamwood, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 222.50 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 167.42 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 287.17 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF STATE ROUTE 19 (ALSO KNOWN AS IRVING PARK ROAD); THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID ROUTE 19, BEING A CURVED LINE CONVEYED TO THE NORTH HAVING A RADIUS OF 4824.74 FEET, AN ARC DISTANCE OF 237.62 FEET TO THE INTERSECTION WITH A LINE WHICH IS 63.48 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 25 AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID PARALLEL LINE 346.56 FEET TO THE INTERSECTION OF A LINE WHICH IS 222.50 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25 AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE WESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 63.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A STRIP OF LAND, 7.06 FEET WIDE, LYING EAST OF AND ADJOINING THE EAST LINE OF BARNES' FIRST ADDITION TO STREAMWOOD, BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1972 AS DOCUMENT 22076142, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BARNES' FIRST ADDITION, SAID EAST LINE BEING A LINE WHICH IS 1160.06 FEET, MEASURED PERPENDICULARLY, EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, WHICH POINT IS 222.50 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BARNES' FIRST ADDITION, SAID NORTH LINE BEING ALSO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 25 AND RUNNING THENCE SOUTH ALONG SAID EAST LINE OF BARNES' FIRST ADDITION, A DISTANCE OF 288.94 FEET TO AN

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INTERSECTION WITH THE NORTHERLY LINE OF STATE ROUTE 19, ALSO KNOWN AS IRVING PARK ROAD; THENCE SOUTHEASTWARDLY ALONG SAID NORTHERLY LINE, BEING HERE A CURVED LINE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 4824.74 FEET, AN ARC DISTANCE OF 7.20 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1167.12 FEET, MEASURED PERPENDICULARLY, EAST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 290.53 FEET TO AN INTERSECTION WITH A LINE WHICH IS 222.50 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID NORTH LINE OF THE SOUTHWEST 1/4; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 7.06 FEET, TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

Property Addresses: 1236 E. Irving Park Rd., Streamwood, Illinois 60107

P.I.N. No. 06-25-301-042-0000

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SCHEDULE II

PERMITTED EXCEPTIONS

Those exceptions set forth on Schedule B of the below listed First American Title Insurance Company Lender's Title Policies dated no earlier than the recording of this Mortgage:

280088-001
233367
331460-082
331460-083
233361
331460-084
233358
331460-085
331460-087
331460-088
232895
331460-101
233032
331460-092
331460-094
331460-030
331460-048

PROPERTY OF COOK COUNTY
RECORDED BY
SCANNED BY _____

Clerk's Office