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Illinois Anti-Predatory Lending Database Program



Certificate of Exemption

Doc#: 1009118049 Fee: \$208.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/01/2010 12:44 PM Pg: 1 of 87

5/10/10 3:22 PM

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 18-12-406-061-0000

Address:

Street: 5344 S. Harlem

Street line 2:

City: Summit

State: IL

ZIP Code: 60501

Lender: JPMorgan Chase Bank, N.A.

Borrower: True North Energy, LLC

Loan / Mortgage Amount: \$59,789,283.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 777/9 et seq. because it is commercial property.

Certificate number: 64436CAB-E042-4809-9E31-B1DEE6228721

Execution date: 03/08/2010

Property of Cook County Clerk's Office

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This document prepared by
and after recording return to:

Thomas K. Juffernbruch
Schiff Hardin LLP
233 S. Wacker
Suite 6600
Chicago, Illinois 60606

**MORTGAGE, ASSIGNMENT OF LEASES,
SECURITY AGREEMENT
AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**"), dated as of March 8, 2010 made by **TRUE NORTH ENERGY, LLC**, a Delaware limited liability company, having an office at 5565 Airport Highway, Toledo, Ohio 43615, Attn: W. Geoffrey Lyden III, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, "**Mortgagor**"), in favor of **JPMORGAN CHASE BANK, N.A.**, having an office at 10 S. Dearborn Street, 34th Floor, IL1-1210, Chicago, Illinois 60603, Attn: Nathan Margol, as mortgagee, assignee and secured party (in such capacity and together with any successors in such capacities, "**Mortgagee**") as agent for the lending institutions under the Credit Agreement (as hereinafter defined) (JPMorgan Chase Bank, N.A., individually, and the other lending institutions referred to in the Credit Agreement being hereinafter referred to collectively as the "**Lenders**").

RECITALS:

A. Pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used and not defined herein have the meanings assigned to them in the Credit Agreement), by and among Mortgagor, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent ("**Agent**") for the Lenders and as Issuing Bank, (a) the Lenders have agreed to make to or for the account of Mortgagor certain Revolving Loans up to an aggregate principal amount of \$40,000,000 and certain Term Loans up to an aggregate principal amount of \$57,000,000, and (b) the Issuing Bank has agreed to issue certain Letters of Credit for the account of the Borrower.

B. Mortgagor is the owner of the Mortgaged Property (as hereinafter defined).

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C. It is a condition precedent to the obligations of the Lenders to make the Loans under the Credit Agreement that Mortgagor execute and deliver the applicable Loan Documents, including this Mortgage.

D. This Mortgage is given by Mortgagor in favor of Mortgagee for its benefit and the benefit of the Lenders and the Agent (collectively, the "**Secured Parties**") to secure the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all Secured Obligations of Mortgagor now existing or hereafter arising under or in respect of the Credit Agreement (including, without limitation, Mortgagor's obligation to pay principal, interest and all other charges, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Secured Obligations contained in the Credit Agreement), and (ii) without duplication of the amounts described in clause (i), all Secured Obligations of Mortgagor now existing or hereafter arising pursuant to the terms and provisions contained in this Mortgage or in the other Loan Documents (which term as used herein shall mean the Credit Agreement, this Mortgage and all other documents providing for Liens securing the Secured Liabilities (as hereinafter defined) or any of them) (including, without limitation, with respect to all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Secured Obligations contained in this Mortgage or in the other Loan Documents and Mortgagor's obligations with respect to any Swap Obligations owing to one or more Lenders or their respective Affiliates and comprising Secured Obligations), in each case whether in the regular course of business or otherwise (the obligations described in clauses (i) and (ii), collectively, the "**Secured Liabilities**").

GRANTING CLAUSES:

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby GRANTS, MORTGAGES, WARRANTS, BARGAINS, SELLS, ASSIGNS AND CONVEYS to Mortgagee, and hereby grants to Mortgagee, a security interest in and upon, all Mortgagor's right, title and interest in and to the following property, whether now owned or held or hereafter acquired (collectively, the "**Mortgaged Property**");

A. Any and all present estates or interest of Mortgagor in the land described in **Exhibit A** together with all Mortgagor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "**Land**");

B. Any and all estates or interests of Mortgagor in the buildings, structures and other improvements and any and all Alterations (as hereinafter defined) now or hereafter

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located or erected on the Land, including, without limitation, attachments, walks and ways (collectively, the “**Improvements**”; together with the Land, the “**Premises**”);

C. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished in connection with the Premises, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation;

D. Any and all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Premises or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof, including, without limitation, all utility systems, fire sprinkler and alarm systems, HVAC equipment, boilers, underground storage tank system, pipe lines, motor fuel dispensing equipment, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment, and all other articles used or useful in connection with the use or operation of any part of the Premises (collectively, the “**Equipment**”);

E. All Mortgagor’s right, title and interest as landlord, franchisor, licensor or grantor, in all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, sublease, license or agreement, together with any such amendment, modification, supplement or renewal, a “**Lease**”), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash, guaranties, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee’s, sublessee’s, franchisee’s, licensee’s or obligee’s obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Mortgagor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under, or guarantor of, a Lease (collectively, the “**Rents**”);

F. Any and all general intangibles and contract rights relating to the Premises or the Equipment and all reserves, deferred payments, deposits, refunds and claims of every kind or character relating thereto (collectively, the “**Contract Rights**”);

G. Any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data relating to the Premises or the Equipment or the construction of any Alteration or the maintenance of any Permit (as hereinafter defined); and

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H. Any and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation or other awards or payments and refunds of real estate taxes and assessments, including interest thereon (collectively, “**Proceeds**”);

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, for the purpose of securing the payment and performance of the Secured Liabilities.

COVENANTS :

Mortgagor warrants, represents and covenants to and for the benefit of Mortgagee as follows:

ARTICLE I

WARRANTIES, REPRESENTATIONS AND COVENANTS OF MORTGAGOR

SECTION 1.1 Payment. Mortgagor shall pay as and when the same shall become due, whether at its stated maturity, by acceleration or otherwise, each and every amount payable by Mortgagor under the Loan Documents.

SECTION 1.2 Authority and Validity. Mortgagor represents, warrants and covenants that (i) Mortgagor is duly authorized to execute and deliver this Mortgage and the other Loan Documents to which Mortgagor is a party, and all limited liability company and governmental consents, authorizations and approvals necessary or required therefor have been duly and effectively taken or obtained, (ii) this Mortgage and the other Loan Documents to which Mortgagor is a party are legal, valid, binding and enforceable obligations of Mortgagor (except to the extent that enforceability may be affected or limited by applicable bankruptcy, insolvency and other similar debtor relief laws affecting the enforcement of creditors’ rights generally) and (iii) Mortgagor has full limited liability company power and lawful authority to mortgage and grant a security interest in the Mortgaged Property as contemplated herein.

SECTION 1.3 Good Title.

1.3.1 Mortgagor represents, warrants and covenants that (i) Mortgagor has good and marketable fee simple title to the Premises and the landlord’s interest and estate under or in respect of the Leases and good and marketable title to the interest it purports to own in and to each of the Permits (as hereinafter defined), the Equipment and the Contract Rights, in each case subject to no Lien in favor of any party other than Mortgagor, except for the Liens expressly permitted by Section 6.02 of the Credit Agreement (collectively, “Permitted Encumbrances”), (ii) Mortgagor will keep in effect all rights and appurtenances to or that constitute a part of the Mortgaged Property, (iii) Mortgagor will protect, preserve and defend its interest in the Mortgaged Property and title thereto, (iv) Mortgagor will comply with each of the terms, conditions and provisions of any obligation of Mortgagor which is secured by the Mortgaged Property or the noncompliance with which may result in the imposition of a Lien on the Mortgaged Property, subject to any right to contest the same pursuant to this Mortgage (v) Mortgagor will appear and defend the Lien and security interests created and evidenced hereby

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and the validity and priority of this Mortgage in any action or proceeding affecting or purporting to affect the Mortgaged Property or any of the rights of Mortgagee hereunder, (vi) upon the recordation of this Mortgage with the Recorder of Deeds of the county or the counties where the Mortgaged Property is located, this Mortgage creates and constitutes a valid and enforceable first Lien on the Mortgaged Property, and, to the extent any of the Mortgaged Property shall consist of personalty, a first security interest in the Mortgaged Property, which first Lien and first security interest are and will be subject only to (a) Permitted Encumbrances and (b) Liens hereafter created and which, pursuant to the provisions of Section 1.12, are superior to the Lien and security interests created and evidenced hereby, and Mortgagor does now and will forever warrant and defend to Mortgagee and all its successors and assigns such title and the validity and priority of the Lien and security interests created and evidenced hereby against the claims of all persons and parties whomsoever, (vii) there has been issued and there remain in effect each and every certificate of occupancy or use or other Permit currently required for the existing use and occupancy by Mortgagor and its tenants of the Premises, and (viii) Mortgagor has received no notice of violation of any local zoning, land use, set back or other development or use requirement of any Governmental Authority (as defined herein).

1.3.2 Mortgagor, promptly upon obtaining knowledge of the pendency of any proceedings for the eviction of Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning Mortgagor's title to the Mortgaged Property as warranted in this Mortgage, or of any condition that might reasonably be expected to give rise to any such proceedings, shall notify Mortgagee thereof. Mortgagee may participate in such proceedings, and Mortgagor will deliver or cause to be delivered to Mortgagee all instruments reasonably requested by Mortgagee to permit such participation. In any such proceedings Mortgagee may be represented by counsel satisfactory to Mortgagee at the expense of Mortgagor. If, upon the resolution of such proceedings, Mortgagor shall suffer a loss of the Mortgaged Property or any part thereof or interest therein and title insurance proceeds shall be payable in connection therewith, such proceeds are hereby assigned to and shall be paid to Mortgagee to be applied in accordance with the provisions of Section 2.18(b) of the Credit Agreement.

SECTION 1.4 Recording Documentation To Assure Lien, Fees and Expenses.

1.4.1 Mortgagor shall, forthwith after the execution and delivery of this Mortgage and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any thereof or to any property intended to be subject to the Lien of this Mortgage to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the validity and priority thereof or the Lien hereof purported to be created upon the Mortgaged Property and the interest and rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes (other than any income or franchise taxes which may be imposed on Mortgagee) and fees incident to such filing, registration and recording, and all reasonable expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

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1.4.2 Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements and assurances as Mortgagee shall from time to time request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto Mortgagee, the property and rights hereby conveyed or assigned or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms of this Mortgage or the filing, registering or recording of this Mortgage. In the event Mortgagor shall fail within fifteen (15) days after written demand to execute any instrument required to be executed by Mortgagor under this subsection 1.4.2, Mortgagee may execute the same as the attorney-in-fact for Mortgagor, such power of attorney being coupled with an interest and irrevocable.

SECTION 1.5 Payment of Taxes, Insurance Premiums, Assessments; Compliance with Law and Insurance Requirements.

1.5.1 (a) Unless and to the extent contested by Mortgagor in accordance with the provisions of subsection 1.5.7 hereof, Mortgagor shall pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all real estate and other taxes, special assessments, levies, permits, inspection and license fees, all premiums for insurance, all water and sewer rents and charges and all other public charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the Rents. Mortgagor shall, upon Mortgagee's written request, deliver to Mortgagee, receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against the Mortgaged Property or any part thereof or the Rents.

(b) From and after the occurrence and during the continuance of an Event of Default (as hereinafter defined), at the option and upon the written request of Mortgagee, Mortgagor shall deposit with Mortgagee, on the first day of each month, an amount reasonably estimated by Mortgagee to be equal to one-twelfth of the annual taxes, assessments and other items required to be discharged by Mortgagor under subsection 1.5.1(a). Such amounts shall be held by Mortgagee without interest to Mortgagor and applied to the payment of the obligations in respect of which such amounts were deposited, in such priority as Mortgagee shall reasonably determine, on or before the respective dates on which such obligations or any part thereof would become delinquent. Nothing contained in this Section 1.5 shall (i) affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any such amount as provided above from its own funds and to add the amount so paid, together with interest at a rate per annum (the "**Default Rate**") equal to the rate then payable under the CBRF Revolving Loans during such time that any amount remains outstanding, to the Secured Liabilities or (ii) relieve Mortgagor of its obligations to make or provide for the payment of the annual taxes, assessments and other charges required to be discharged by Mortgagor under subsection 1.5.1(a). Mortgagor hereby grants to Mortgagee a security interest in all sums held pursuant to this subsection 1.5.1(b) to secure payment and performance of the Secured Liabilities. During the continuance of any Event of Default, Mortgagee may, at its option, apply all or any part of the sums held pursuant to this subsection 1.5.1(b) to payment and performance of the Secured Liabilities. Mortgagor shall redeposit with Mortgagee an amount equal to all

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amounts so applied as a condition to the cure, if any, of such Event of Default in addition to fulfillment of any other required conditions.

1.5.2 Unless and to the extent contested by Mortgagor in accordance with the provisions of subsection 1.5.7 hereof and unless such liabilities would not result in aggregate liabilities in excess of \$250,000 and none of the Mortgaged Property becomes subject to forfeiture or loss as a result of the contest, Mortgagor shall timely pay, or cause to be paid, all lawful claims and demands of mechanics, materialmen, laborers, government agencies administering worker's compensation insurance, old age pensions and social security benefits and all other claims, judgments, demands or amounts of any nature which, if unpaid, might result in, or permit the creation of, a Lien on the Mortgaged Property (other than Permitted Encumbrances) or any part thereof, or on the Rents or which might result in forfeiture of all or any part of the Mortgaged Property.

1.5.3 Mortgagor shall maintain, or cause to be maintained, in full force and effect all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any Governmental Authority to operate or use and occupy the Premises and the Equipment for its intended uses (collectively, "**Permits**"; each, a "**Permit**"), except to the extent the failure to maintain the same could not reasonably be expected to have a Material Adverse Effect. Unless and to the extent contested by Mortgagor in accordance with the provisions of subsection 1.5.7 hereof, Mortgagor shall comply in all material respects with all requirements set forth in the Permits and all requirements of any law, ordinance, rule, regulation or similar statute or case law (collectively, "**Requirements of Law**") of any Governmental Authority applicable to all or any part of the Mortgaged Property or the condition, use or occupancy of all or any part thereof, subject to any right to contest the same pursuant to this Mortgage, or any recorded deed of restriction, declaration, covenant running with the land or otherwise, now or hereafter in force. Mortgagor shall not initiate, join in, or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of Mortgagee.

1.5.4 Mortgagor shall not take any action that could be the basis for termination, revocation or denial of any insurance coverage required to be maintained under this Mortgage or that could be the basis for a defense to any claim under any insurance policy maintained in respect of the Premises or the Equipment and Mortgagor shall otherwise comply in all respects with the requirements of any insurer that issues a policy of insurance in respect of the Premises or the Equipment; provided, however, that Mortgagor may, at its own expense and after notice to Mortgagee, (i) contest the applicability or enforceability of any such requirements by appropriate legal proceedings, prosecution of which does not constitute a basis for cancellation or revocation of any insurance coverage required under Section 1.7 hereof or (ii) cause the insurance policy containing any such requirement to be replaced by a new policy complying with the provisions of Section 1.7.

1.5.5 Mortgagor shall, promptly upon receipt of any written notice regarding any failure by Mortgagor to pay or discharge any of the obligations described in subsection 1.5.1(a), 1.5.2, 1.5.3 or 1.5.4, furnish a copy of such notice to Mortgagee.

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1.5.6 In the event that the proceeds of any tax claim related to the Mortgaged Property are paid after Mortgagee has exercised its right to foreclose the Lien of this Mortgage, such proceeds shall be paid to Mortgagee to satisfy any deficiency remaining after such foreclosure. Mortgagee shall retain its interest in the proceeds of any tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of Mortgagee shall reasonably promptly be released to Mortgagor.

1.5.7 Mortgagor may at its own expense contest the amount or applicability of any of the obligations described in subsections 1.5.1, 1.5.2, 1.5.3, 1.12 or 4.11 by appropriate legal proceedings, prosecution of which operates to prevent the collection or enforcement thereof and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy such obligations; provided, however, that in connection with such contest, Mortgagor shall have made provision for the payment or performance of such contested obligation on Mortgagor's books if and to the extent required by GAAP or, at the option of Mortgagee, furnished Mortgagee's title insurer with such security or indemnity as it may require to insure the Lien of this Mortgage over and against such contested obligation. Notwithstanding the foregoing provisions of this subsection 1.5.7, (i) no contest of any such obligations may be pursued by Mortgagor if such contest would expose Mortgagee or any Lender to any possible criminal liability or, unless Mortgagor shall have furnished a bond or other security therefor satisfactory to Mortgagee or such Lender, as the case may be, any civil liability for failure to comply with such obligations and (ii) if at any time payment or performance of any obligation contested by Mortgagor pursuant to this subsection 1.5.7 shall become necessary to prevent the delivery of a tax or similar deed conveying the Mortgaged Property or any portion thereof or the forfeiture of, or termination of Mortgagor's interest in, the Mortgaged Property or any portion thereof because of nonpayment or nonperformance, Mortgagor shall pay or perform the same, in sufficient time to prevent the delivery of such tax or similar deed or such termination or forfeiture.

SECTION 1.6 Certain Tax Law Changes. In the event of the passage after the date of this Mortgage of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly on this Mortgage or any other Loan Document, Mortgagor shall promptly pay to, for or on behalf of Mortgagee such amount or amounts as may be necessary from time to time to pay such tax; provided, however, if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then, and in such event, Mortgagee may elect by notice in writing to Mortgagor to declare all of the Secured Liabilities immediately due and payable anything contained herein or in any other Loan Document to the contrary notwithstanding.

SECTION 1.7 Required Insurance Policies. Mortgagor shall maintain in respect of the Premises and the Equipment the insurance as required in the Credit Agreement upon all of the terms and conditions as set forth in the Credit Agreement.

SECTION 1.8 Failure To Make Certain Payments. If Mortgagor shall fail to perform any of the covenants contained in this Mortgage, including, without limitation,

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Mortgagor's covenants to (i) pay the premiums in respect of all required insurance coverages, (ii) pay taxes and assessments, (iii) make repairs, (iv) discharge liens and encumbrances, or (v) pay or perform any obligations of Mortgagor under the Leases, Mortgagee may, but shall not be obligated to, make advances to perform such covenant on Mortgagor's behalf, and all sums so advanced shall be included in the Secured Liabilities and, to the extent permitted by applicable law, shall be secured hereby. Mortgagor shall repay on demand all sums so advanced by Mortgagee on behalf of Mortgagor, with interest at the Default Rate from date of payment by Mortgagee to the date of reimbursement. Neither the provisions of this Section 1.8 nor any action taken by Mortgagee pursuant to the provisions of this Section 1.8 shall prevent any such failure to observe any covenant contained in this Mortgage (after the expiration of any applicable grace period) from constituting an Event of Default. Mortgagee shall not be bound to inquire into the validity of any tax, lien or imposition which Mortgagor fails to pay as and when required hereby and which Mortgagor does not contest in accordance with the terms hereof.

SECTION 1.9 Inspection. Mortgagor shall permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Premises and the Equipment at such reasonable times and upon reasonable notice as may be requested by Mortgagee.

SECTION 1.10 Mortgagor To Maintain Improvements. Mortgagor shall not commit or suffer any waste on the Premises or with respect to any Equipment or make any change in the use of the Premises or any Equipment.

SECTION 1.11 Mortgagor's Liabilities with Respect to Leases.

1.11.1 Subject to the provisions of the Security Agreement, Mortgagor will manage and operate the Mortgaged Property in a reasonably prudent manner and will not, except as expressly permitted by Section 6.05(b) of the Credit Agreement, enter into any Lease of all or any part of the Premises.

1.11.2 Mortgagor shall timely perform and observe all the terms, covenants and conditions required to be performed and observed by Mortgagor under each Lease and shall at all times use commercially reasonable efforts to do all things necessary to require performance by the lessee, franchisee, licensee or grantee under each Lease of all obligations, covenants and agreements by such party to be performed thereunder. Mortgagor shall promptly notify Mortgagee of the receipt of any notice from any lessee under any Lease claiming that Mortgagor is in default in the performance or observance of any of any of the material terms, covenants or conditions thereof to be performed or observed by Mortgagor and will cause a copy of each such notice to be promptly delivered to Mortgagee.

SECTION 1.12 Transfer Restrictions. Except as provided in the Credit Agreement, Mortgagor may not further mortgage, encumber, hypothecate, sell, convey or assign all or any part of the Mortgaged Property or suffer any of the foregoing to occur by operation of law or otherwise. Notwithstanding the provisions of the foregoing sentence, so long as no Event of Default shall have occurred and be continuing, Mortgagor shall have the right to suffer, in respect of the Mortgaged Property, the Liens in respect of amounts payable or obligations to be performed by Mortgagor pursuant to subsection 1.5.1(a), 1.5.2, 1.5.3 or 1.5.4; provided, however, that such amounts are not yet due and payable or are being contested in accordance

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with the provisions of subsection 1.5.7 hereof. Each of the Liens and other transfers permitted by this Section 1.12 shall in all respects be subject and subordinate in priority to the Lien and security interests created and evidenced hereby except to the extent the law or regulation creating or authorizing such Lien validly makes such Lien superior to the Lien and security interest created and evidenced hereby.

SECTION 1.13 Destruction; Condemnation.

1.13.1 Condemnation Awards. Subject to the terms of the Credit Agreement, Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor from time to time will deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor assigns all awards and compensation to which it is entitled for any condemnation or other taking, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement. Mortgagor, upon request by Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. Notwithstanding the foregoing, provided no Event of Default then exists, to the extent Section 2.11(c) the Credit Agreement would allow Mortgagor to apply any condemnation proceeds to the repair or restoration of the Mortgaged Property, Mortgagor may receive such proceeds and apply the same to such repair or restoration.

1.13.2 Insurance Proceeds. Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly, as more specifically described in the Credit Agreement. In the event that the issuer of such insurance policy fails to disburse directly or solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee, jointly, Mortgagor shall immediately endorse and transfer such proceeds to Mortgagee. Upon Mortgagor's failure to do so, Mortgagee may execute such endorsements or transfers from and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent and attorney-in-fact so to do. Notwithstanding the foregoing, provided no Event of Default then exists, to the extent Section 2.11(c) of the Credit Agreement would allow Mortgagor to apply any insurance proceeds to the repair or restoration of the Mortgaged Property, Mortgagor may receive such proceeds and apply the same to such repair or restoration.

SECTION 1.14 No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against

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Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien of this Mortgage.

ARTICLE II

ASSIGNMENT OF LEASES; SECURITY AGREEMENT; ASSIGNMENT AGREEMENT

SECTION 2.1 Assignment of Leases, Rents, Issues and Profits.

2.1.1 Mortgagor absolutely, presently and irrevocably assigns, transfers and sets over to Mortgagee, and grants to Mortgagee subject to the terms and conditions hereof, all Mortgagor's estate, right, title, interest, claim and demand as landlord to collect rent and other sums due under all existing Leases and any other Leases, including, without limitation, all extensions of the terms of the Leases (such assigned rights, "**Mortgagor's Interest**"), as follows:

(i) the immediate and continuing right to receive and collect Rents payable by all tenants or other parties pursuant to the Leases;

(ii) all claims, rights, powers, privileges and remedies of Mortgagor, whether provided for in any Lease or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any tenant to perform or comply with any term of any Lease;

(iii) all rights to take all actions upon the happening of a default under any Lease as shall be permitted by such Lease or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Mortgagor or any landlord is or may be entitled to do under the Leases.

2.1.2 Any Rents receivable by Mortgagee hereunder, after payment of all proper costs and charges, shall be applied to all amounts due and owing under and as provided in this Mortgage and the Credit Agreement. Mortgagee shall be accountable to Mortgagor only for Rents actually received by Mortgagee pursuant to this assignment. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

2.1.3 So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a license to collect and apply the Rents and to enforce the obligations of tenants under the Leases. Immediately upon the occurrence and during the continuance of any Event of Default, the license granted in the immediately preceding sentence shall cease and terminate, with or, to the extent permitted by law, without any notice, action or proceeding or the intervention of a receiver appointed by a court. Upon such Event of Default and during the continuance thereof, Mortgagee may, to the fullest extent permitted by the Leases, (i) exercise

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any of Mortgagor's rights under the Leases, (ii) enforce the Leases, (iii) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents or other payments that may then be or may thereafter become due, owing or payable with respect to the Leases, and (iv) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Leases, as fully as allowed or authorized by Mortgagor's Interest.

2.1.4 Upon the occurrence and during the continuance of an Event of Default, Mortgagor shall, at the direction of Mortgagee, further authorize and direct the tenant under each Lease to pay directly to, or as directed by, Mortgagee all Rents accruing or due under its Lease without proof to the tenant of the occurrence and continuance of such Event of Default. Mortgagor hereby authorizes the tenant under each Lease to rely upon and comply with any notice or demand from Mortgagee for payment of Rents to Mortgagee and Mortgagor shall have no claim against any tenant for Rents paid by such tenant to Mortgagee pursuant to such notice or demand.

2.1.5 Mortgagor at its sole cost and expense shall use commercially reasonable efforts to enforce the Leases in accordance with their terms. Neither this Mortgage nor any action or inaction on the part of Mortgagee shall release any tenant under any Lease, any guarantor of any Lease or Mortgagor from any of their respective obligations under the Leases or constitute an assumption of any such obligation on the part of Mortgagee. No action or failure to act on the part of Mortgagor shall adversely affect or limit the rights of Mortgagee under this Mortgage or, through this Mortgage, under the Leases.

2.1.6 All rights, powers and privileges of Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Mortgagor shall not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof and any such action inconsistent herewith or therewith shall be void. Mortgagor shall, from time to time, upon request of Mortgagee, execute all instruments and further assurances and all supplemental instruments and take all such action as Mortgagee from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Mortgagee hereby.

2.1.7 Mortgagor shall not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases in any manner which would violate Section 7.4(d), (e) or (f) of the Security Agreement. If the Leases shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

2.1.8 Nothing contained herein shall operate or be construed to (i) obligate Mortgagee to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon Mortgagee with respect to the Leases (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the Leases in the event that any tenant under a Lease shall have been joined as a party defendant in any action by which the estate of such tenant shall be terminated) or (ii) place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Premises.

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2.1.9 With respect to any Lease that is automatically subordinate to this Mortgage by its own terms, Mortgagee shall not disturb the possession of the lessee, its successors, or assigns under such Lease, as long as no event of default exists under the Lease. Each Lease entered into after the date hereof by Mortgagor shall provide that it is automatically subordinated to this Mortgage by its own terms and, with respect to any such Lease Mortgagee will not disturb the possession of the lessee, its successors, or assigns under such Lease, as long as no event of default exists under the Lease.

SECTION 2.2 Security Interest in Personal Property.

2.2.1 This Mortgage shall be deemed a "Security Agreement" as defined in the Uniform Commercial Code of the State of Illinois (the "**Code**"), and creates a security interest in favor of Mortgagee in all property including, without limitation, (i) all sums at any time on deposit for the benefit of Mortgagor or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code) which property is hereinafter referred to as "**Personal Property**", and all replacements of, substitutions for, additions to and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "**collateral**"), and that a security interest in and to the collateral is hereby granted to Mortgagee, and the collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Secured Liabilities.

2.2.2 Upon the occurrence and during the continuance of any Event of Default, in addition to the remedies set forth in Article III, Mortgagee shall have the power to sell the Personal Property in accordance with the Uniform Commercial Code as enacted in the state in which the Premises are located or under other applicable law. It shall not be necessary that any Personal Property offered be physically present at any such sale or constructively in the possession of Mortgagee or the person conducting the sale.

2.2.3 Upon the occurrence and during the continuance of any Event of Default, Mortgagee may sell the Personal Property or any part thereof at public or private sale with notice to Mortgagor as hereinafter provided. The proceeds of any such sale, after deducting all reasonable expenses of Mortgagee in taking, storing, repairing and selling the Personal Property (including, without limitation, reasonable attorneys' fees and legal expenses), shall be applied in the manner set forth in Section 3.11. At any sale, public or private, of the Personal Property or any part thereof, Mortgagee may purchase any or all of the Personal Property offered at such sale.

2.2.4 Mortgagee shall give Mortgagor reasonable notice of any sale of any of the Personal Property pursuant to the provisions of this Section 2.2. Notwithstanding the provisions of Section 5.2, any such notice shall conclusively be deemed to be reasonable and effective if such notice is mailed at least ten (10) days prior to any sale, by first class or certified mail, postage prepaid, to Mortgagor at its address determined in accordance with the provisions of Section 5.2.

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2.2.5 **Fixture Financing Statement.** From the date of its recording, this Mortgage shall be effective as a fixture financing statement within the purview of Section 9-502(b) of the Code with respect to the collateral and the goods described herein, which goods are or are to become fixtures related to the Mortgaged Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth below. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or the counties where the Mortgaged Property is located. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

True North Energy, LLC
5565 Airport Highway
Toledo, Ohio 43615

(b) Name and Address of Secured Party:

JPMorgan Chase Bank, N.A.
10 S. Dearborn Street, 34th Floor
Chicago, Illinois 60603

- (c) This document covers goods which are or are to become fixtures.
- (d) Debtor is the record owner of the Premises.
- (e) Debtor's state of formation is Delaware.
- (f) Debtor's exact legal name is as set forth in the first paragraph of this Mortgage.
- (g) Debtor's organizational identification number is 3083487.

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

SECTION 3.1 Events of Default. It shall be an Event of Default hereunder (an "Event of Default") if there shall have occurred and be continuing an Event of Default under the Credit Agreement.

SECTION 3.2 Acceleration of Maturity. Upon the occurrence of any Event of Default, at the election of Mortgagee, the entire unpaid amount of the Secured Liabilities.

SECTION 3.3 Foreclosure of Mortgage. Upon the occurrence of any Event of Default, or at any time thereafter, Mortgagee may, at its option, proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the Illinois Mortgage Foreclosure Act (735 ILCS 5/15-1101, et. seq., as amended from time to time, the "IMF Law") and to exercise any other remedies of Mortgagee provided herein or in the other Loan Documents, or which Mortgagee may have at law or in equity. Any failure by Mortgagee to exercise such option shall not constitute a waiver of its right to exercise the same at any other time.

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SECTION 3.4 Mortgagee's Continuing Options. The failure of Mortgagee to declare an Event of Default or exercise any one or more of its options to accelerate the maturity of the Secured Liabilities and to foreclose the lien hereof following any Event of Default as aforesaid, or to exercise any other option granted to Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments of such Secured Liabilities, shall neither constitute a waiver of any such Event of Default or of Mortgagee's options hereunder nor establish, extend or affect any grace period for payments due under the Loan Documents, but such options shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at Mortgagee's option, be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

SECTION 3.5 Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Credit Agreement, this Mortgage, the other Loan Documents or in any other proceeding whatsoever in connection with the Mortgaged Property in which Mortgagee is named as a party, there shall be allowed and included, as additional Secured Liabilities in the judgment or decree resulting therefrom, all expenses paid or incurred in connection with such proceeding by or on behalf of Mortgagee, including, without limitation, reasonable attorneys' fees and expenses and court costs, appraiser's fees, outlays for documentary evidence and expert advice, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies and any similar data and assurances with respect to title to the Premises as Mortgagee may deem reasonably necessary, and any other expenses and expenditures which may be paid or incurred by or on behalf of Mortgagee and permitted by the IMF Law to be included in the decree of sale, either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to any such decree the true condition of the title to or value of the Premises or the Mortgaged Property. All expenses of the foregoing nature, and such expenses as may be incurred in the protection of any of the Mortgaged Property and the maintenance of the lien of this Mortgage thereon, including, without limitation, the reasonable fees and expenses of, and court costs incurred by, any attorney employed by Mortgagee in any litigation affecting the Credit Agreement, this Mortgage or any of the other Loan Documents or any of the Mortgaged Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate.

SECTION 3.6 Performance by Mortgagee. In the event of any Event of Default, or, subject to Mortgagee's rights under subsection 1.5.7, in the event any action or proceeding is instituted which materially affects, or threatens to materially affect, Mortgagee's interest in the Mortgaged Property, Mortgagee may, but need not, make any payment or perform any act on Mortgagor's behalf in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or junior lien or title or claim thereof; redeem from any tax sale or forfeiture affecting the Mortgaged Property; or contest any tax or assessment thereon. All monies paid for any of the purposes authorized herein and all expenses paid or incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and any other monies advanced by Mortgagee to

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protect the Mortgaged Property and the lien of this Mortgage, shall be so much additional Secured Liabilities, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Rate from the date an advance is made to and including the date the same is paid. The action or inaction of Mortgagee shall never be construed to be waiver of any right accruing to Mortgagee by reason of any default by Mortgagor. Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the Secured Liabilities or to proceed to foreclose this Mortgage.

SECTION 3.7 Right of Possession. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether or not the entire amount secured hereby becomes immediately due and payable as aforesaid, or whether before or after the institution of proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, to the extent permitted by applicable law, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee may with process of law enter and take possession of the Mortgaged Property or any part thereof personally, by its agent or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in Section 15-1701 of the IMF Law, and Mortgagee, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in Section 15-1701 of the IMF Law, may, to the extent permitted by applicable law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, such owner and any agents and servants thereof wholly therefrom and may, to the extent permitted by applicable law, as attorney-in-fact or agent of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, whether legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Mortgaged Property, including, without limitation, actions for recovery of rent, and actions in forcible detainer, all without notice to Mortgagor to the extent permitted by applicable law;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Property made subsequent to this Mortgage or subordinated to the lien hereof;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Property, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Secured Liabilities and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the

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options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Mortgaged Property are subject to the lien hereof and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Liabilities, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any such purchaser; and

(v) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as may seem judicious to Mortgagee, to insure and reinsure the Mortgaged Property and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

Nothing herein contained shall be construed as constituting Mortgagee as mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property.

SECTION 3.8 Priority of Payments. Any rents, issues, deposits, profits and avails of the Mortgaged Property received by Mortgagee after taking possession of all or any part of the Mortgaged Property, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Mortgagee or, in case of a receivership, as the court, may in its sole and absolute discretion determine:

(i) operating expenses of the Mortgaged Property (including, without limitation, reasonable compensation to Mortgagee, any receiver of the Mortgaged Property, any agent or agents to whom management of the Mortgaged Property has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(ii) taxes, special assessments, water and sewer charges now due or that may hereafter become due on the Mortgaged Property, or that may become a lien thereon prior to the lien of this Mortgage;

(iii) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property (including, without limitation, the cost, from time to time, of installing or replacing any personal property therein, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee or any receiver thereof, make it readily rentable or salable);

(iv) any Secured Liabilities or any deficiency that may result from any foreclosure sale pursuant hereto; and

(v) any remaining funds to Mortgagor or its successors or assigns, as their interests and rights may appear.

SECTION 3.9 Appointment of Receiver. Upon, or at any time prior or after, the filing of any complaint to foreclose the lien of this Mortgage or instituting any other foreclosure of the liens and security interests provided for in this Mortgage or any other legal proceedings

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under this Mortgage, Mortgagee may, at Mortgagee's sole option, make application to a court of competent jurisdiction for appointment of a receiver pursuant to the IMF Law for all or any part of the Mortgaged Property, as a matter of strict right and, to the extent permitted by applicable law, without notice to Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment, waives, to the extent permitted by applicable law, any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Mortgagee, but nothing herein is construed to deprive Mortgagee of any other right, remedy or privilege Mortgagee may now have under the law to have a receiver appointed; provided that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of all of the rents, issues, deposits and profits pursuant to other terms and provisions set forth in this Mortgage. To the extent permitted by applicable law, such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Indebtedness; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the IMF Law, including the power to take possession, control and care of the Mortgaged Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the Indebtedness, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing leases and make new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

SECTION 3.10 Foreclosure Sale. In the event of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels. Mortgagor may be the purchaser at any foreclosure sale of the Mortgaged Property or any part thereof.

SECTION 3.11 Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property, or any part thereof, shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in subsections 3.5 and 3.6; (ii) all other items that, under the terms of this Mortgage, constitute additional Secured Liabilities additional to that evidenced by the Credit Agreement or the other Loan Documents, with interest thereon at the

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Default Rate; (iii) all principal and interest, together with any prepayment charge, remaining unpaid under the Credit Agreement or the other Loan Documents, in the order of priority specified by Mortgagee in its sole and absolute discretion; and (iv) the balance, if any, to Mortgagor or its successors or assigns, as their interests and rights may appear.

SECTION 3.12 Application of Deposits. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at its option, without being required to do so, apply any monies or securities that constitute deposits made to or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage toward payment of any of Mortgagor's obligations under the Credit Agreement, this Mortgage or any of the other Loan Documents in such order and manner as Mortgagee may elect in its sole and absolute discretion. When the Secured Liabilities have been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Mortgaged Property. Such deposits are hereby pledged as additional security for the prompt payment of the Secured Liabilities and any other indebtedness and, pursuant to the terms of this Mortgage, shall be held to be applied irrevocably by such depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor.

SECTION 3.13 Indemnification. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage and Mortgagor hereby expressly waives and releases any such liability. Mortgagor will indemnify and hold harmless Mortgagee and any and all current, future or former officers, directors, employees, representatives and agents, and each of their respective successors and assigns (each such Person being called an "Indemnitee"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise out of: (i) the ownership, leasing, use, operation or maintenance of the Mortgaged Property or any interest therein or receipt of any rents, issues, proceeds or profits therefrom; (ii) any accident, injury to or death of persons, or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (iii) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (iv) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; (v) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; (vi) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; or (vii) the offer for sale or sale of all or any portion of the Mortgaged Property; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee. Any amounts owed to Mortgagee by reason of this Section 3.13 shall constitute additional Secured Liabilities which are secured by this Mortgage and shall become immediately due and payable upon demand therefor, and shall bear interest at the Default Rate from the date such loss or damage is sustained by Mortgagee until paid. The

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obligations of Mortgagor under this Section 3.13 shall survive any termination or satisfaction of this Mortgage.

SECTION 3.14 Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale, claim or exercise any rights under any statute now or hereafter in force to redeem the Mortgaged Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption under the IMF Law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Credit Agreement. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 5/15-1201 of the IMF Law or residential real estate as defined in Section 5/15-1219 of the IMF Law.

SECTION 3.15 Compliance with the Illinois Mortgage Foreclosure Law.

3.15.1 In the event that any provision in this Mortgage shall be inconsistent with any provisions of the IMF Law, the provision of the IMF Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMF Law.

3.15.2 Mortgagor and Mortgagee have the benefit of all of the provisions of the IMF Law, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMF Law which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

3.15.3 If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise

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be vested in Mortgagee under the IMF Law in the absence of said provision, Mortgagee shall be vested with the rights granted in the IMF Law to the full extent permitted by law.

SECTION 3.16 Protective Advances. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage, the other Loan Documents or by the IMF Law (collectively "**Protective Advances**"), shall have the benefit of all applicable provisions of the IMF Law. All Protective Advances shall be so much additional Secured Liabilities, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMF Law.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any one jurisdiction shall not affect or impair in any manner the validity of such provision in any other jurisdiction.

SECTION 4.2 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with Section 9.01 of the Credit Agreement.

SECTION 4.3 Covenants To Run with the Land. All grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and shall apply to, and bind the successors and assigns of Mortgagor. If there shall be more than one mortgagor, the covenants and warranties hereof shall be joint and several.

SECTION 4.4 Captions; Gender and Number. The captions and section headings of this Mortgage are for convenience or are not to be used to interpret or define the provisions hereof. All terms contained herein shall be construed whenever the context of this Mortgage so requires, so that the singular includes the plural and so that the masculine includes the feminine.

SECTION 4.5 Limitation on Interest Payable. It is the intention of the parties to conform strictly to the usury laws, whether state or federal, that are applicable to the transaction of which this Mortgage is a part. All agreements between Mortgagor and Mortgagee whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid by Mortgagor for the use, forbearance or detention of the money to be loaned under the Credit Agreement or any related document, or for the payment or performance of any covenant or obligation contained herein or in the Credit Agreement or any related document, exceed the maximum

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amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any such provision, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity. If under any circumstances Mortgagee shall have paid an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing in respect of the Secured Liabilities and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and any other amounts due hereunder, the excess shall be refunded promptly to Mortgagee. All sums paid or agreed to be paid for the use, forbearance or detention of the principal under any extension of credit by Mortgagee shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated and spread from the date of this Mortgage until payment in full of the Secured Liabilities so that the actual rate of interest on account of such principal amounts is uniform throughout the term hereof.

SECTION 4.6. Indemnification; Reimbursement. Mortgagee agrees to indemnify, pay and hold harmless Mortgagee and each of the Secured Parties and the officers, directors, employees, agents and affiliates of Mortgagee and each of the Secured Parties (collectively called the “**Indemnitees**”) from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto), which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Mortgage or any other Loan Document (including, without limitation, any misrepresentation by Mortgagee in this Mortgage or any other Loan Document) (the “**indemnified liabilities**”); provided that Mortgagee shall have no obligation to an Indemnitee hereunder with respect to indemnified liabilities if it has been determined by a final decision (after all appeals and the expiration of time to appeal) by a court of competent jurisdiction that such indemnified liability arose from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Mortgagee shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The obligations of Mortgagee contained in this Section 4.6 shall survive the termination of this Mortgage and the discharge of Mortgagee’s other obligations under this Mortgage and the other Loan Documents. Any amount paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Liabilities secured by the Mortgage Property.

SECTION 4.7 Choice of Law. The terms and provisions of this Mortgage and the enforcement hereof shall be governed by and construed in accordance with the laws of the State of Illinois (except where the laws or conflict of laws rules of such state would otherwise require).

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SECTION 4.8 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Mortgagee unless Mortgagee shall have consented to such merger in writing.

SECTION 4.9 Changes in Writing. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an instrument in writing executed in accordance with the Credit Agreement and signed by (i) Mortgagor, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagor, and (ii) Mortgagee, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagee.

SECTION 4.10 No Credit for Payment of Taxes or Impositions. Mortgagor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit Agreement, and Mortgagor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any tax or other impositions on the Mortgaged Property or any part thereof.

SECTION 4.11 Stamp and Other Taxes. Subject to the provisions of subsection 1.5.7 hereof relating to permitted contests, Mortgagor shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason of this Mortgage or the Secured Liabilities or any instrument or transaction affecting or relating to either thereof and in default thereof Mortgagee may advance the same and the amount so advanced shall be payable by Mortgagor to Mortgagee within ten (10) days after demand therefor, together with interest thereon at the Default Rate; provided, however, if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then, and in such event, Mortgagee may elect by notice in writing to Mortgagor to declare all of the Secured Liabilities immediately due and payable anything contained herein or in any other Loan Document to the contrary notwithstanding.

SECTION 4.12 Additional Security. Without notice to or consent of Mortgagor and without impairment of the Lien and rights created by this Mortgage, Mortgagee may accept (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other Person or Persons, additional security for the Secured Liabilities. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting Mortgagee's Lien and rights under this Mortgage.

SECTION 4.13 Partial Release; Release.

4.13.1 Mortgagor agrees that, without affecting the liability of any Person or Persons for payment of the Secured Liabilities or affecting the Lien of this Mortgage upon the Mortgaged Property or any part thereof (other than Persons or property expressly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any

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time and from time to time, on request of Mortgagor, without notice to any Person or Persons liable for payment of any of the Secured Liabilities extend the time or agree to alter the terms of payment of such Secured Liabilities. Mortgagor further agrees that any part of the Mortgaged Property may be released with or without consideration without affecting the remainder of the Secured Liabilities or the priority of this Mortgage with respect to the remainder of the Mortgaged Property.

4.13.2 The Mortgaged Property, or portions thereof, shall be released from the Lien of this Mortgage in accordance with the provisions of the Security Agreement. Mortgagee, on the written request of Mortgagor, will execute and deliver such proper instruments of release and satisfaction as may reasonably be requested to evidence such release, and any such instrument, when duly executed by Mortgagee and duly recorded by Mortgagor in the places where this Mortgage is recorded, shall conclusively evidence the release of this Mortgage.

SECTION 4.14 Certain Expenses of Mortgagee. If any action, suit or other proceeding affecting the Mortgaged Property or any part thereof be commenced, in which action, suit or proceeding Mortgagee is made a party or participates or in which the right to use the Mortgaged Property or any part thereof is threatened in a manner that could reasonably be expected to be materially adverse to Mortgagee, or in which it becomes necessary in the judgment of Mortgagee to defend or uphold the Lien of this Mortgage (including, without limitation, any action, suit or proceeding to establish or uphold the compliance of the Improvements with any Requirements of Law) then all amounts paid or incurred by Mortgagee for the expense of any such action, suit or other proceeding or to protect its rights therein (whether or not it is made or becomes a party thereto) or otherwise to enforce or defend the rights and Lien created by this Mortgage, including, without limitation, reasonable attorneys' fees and legal expenses, shall be paid by Mortgagor upon demand together with interest at the Default Rate from the date of the payment or incurring thereof to the date of repayment, and any such amount and the interest thereon shall be a Lien on the Mortgaged Property, prior to any right, or right to, interest in, or claim upon the Mortgaged Property attaching or accruing subsequent to or otherwise subordinate to the Lien of this Mortgage, and the same shall be deemed to be secured hereby. All other amounts paid, advanced or incurred by Mortgagee in order to secure and protect the Lien of this Mortgage or other security provided hereunder shall be a like Lien on the Mortgaged Property and be deemed to be secured hereby.

SECTION 4.15 Expenses of Collection. In the event this Mortgage or any other instrument evidencing the Secured Liabilities is placed in the hands of counsel for collection of any amount payable hereunder or thereunder or for the enforcement of any of the provisions hereof or thereof, Mortgagor agrees to pay all reasonable costs associated therewith incurred by Mortgagee, including, without limitation, reasonable attorneys' fees and legal expenses, either with or without the institution of an action, suit or other proceeding, in addition to all costs, disbursements and allowances provided by law, all such costs to be paid upon demand, together with interest thereon at the Default Rate from the date of notice or incurring thereof to the date of repayment, and the same shall be deemed to be secured hereby.

SECTION 4.16 Business Days. In the event any time period or any date provided in this Mortgage ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding

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Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 4.17 Relationship. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in the Credit Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Liabilities is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as lender and borrower and mortgagor and mortgagee.

SECTION 4.18 Concerning Mortgagee.

4.18.1 Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

4.18.2 With respect to any of its rights and obligations as a Lender, Mortgagee shall have and may exercise the same rights and powers hereunder. The term “**Lenders**,” “**Lender**” or any similar terms shall, unless the context clearly otherwise indicates, include Mortgagee in its individual capacity as a Lender. Mortgagee may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with Mortgagor or any entity related to or affiliated with Mortgagor to the same extent as if Mortgagee were not acting as Agent.

4.18.3 Mortgagor shall recognize as the beneficiary under this instrument any party who has succeeded to the interest of Mortgagee pursuant to the terms of the Credit Agreement.

4.18.4 If any item of Mortgaged Property also constitutes collateral granted to Mortgagee under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions of this Mortgage and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, Mortgagee, in its sole discretion, shall select which provision or provisions shall control.

4.18.5 Mortgagee may resign from the performance of all its functions and duties hereunder at any time in accordance with the provisions of the Credit Agreement. Such resignation shall take effect upon the appointment of a successor Mortgagee pursuant to the provisions of the Credit Agreement.

SECTION 4.19 Future Advances. Subject to the limitations set forth in the last paragraph of the Granting Clauses section of this Mortgage, this Mortgage may secure future advances.

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SECTION 4.20 Mortgagee's Right To Sever Indebtedness.

4.20.1 Mortgagor acknowledges that (i) the Mortgaged Property does not constitute the sole source of security for the payment and performance of the Secured Liabilities and that the Secured Liabilities are also secured by property of Mortgagor in other jurisdictions (all such property, collectively, the "**Collateral**"), (ii) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement and (iii) Mortgagor intends that Mortgagee have the same rights with respect to the Mortgaged Property, in foreclosure or otherwise, that Mortgagee would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate credit agreement, mortgage or security document. In furtherance of such intent, Mortgagor agrees that Mortgagee may at any time by notice (an "**Allocation Notice**") to Mortgagor allocate a portion (the "**Allocated Indebtedness**") of the Secured Liabilities to the Mortgaged Property and sever from the remaining Secured Liabilities the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Mortgaged Property, the Secured Liabilities hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate loan obligation of Mortgagor unrelated to the other transactions contemplated by the Credit Agreement or any other Loan Document or any document related to either thereof. To the extent that the proceeds on any foreclosure of the Mortgaged Property shall exceed the Allocated Indebtedness, such proceeds shall belong to Mortgagor and shall not be available hereunder to satisfy any Secured Liabilities of Mortgagor other than the Allocated Indebtedness. In any action or proceeding to foreclose the Lien of this Mortgage or in connection with any power of sale foreclosure or other remedy exercised under this Mortgage commenced after the giving by Mortgagee of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Liabilities hereby secured, and Mortgagor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding.

4.20.2 Mortgagor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Liabilities under any statute or rule of law now or hereafter in effect which provides that foreclosure of the Lien of this Mortgage or other remedy exercised under this Mortgage constitutes the exclusive means for satisfaction of the Secured Liabilities or which makes unavailable a deficiency judgment or any subsequent remedy because Mortgagee elected to proceed with a power of sale foreclosure or such other remedy or because of any failure by Mortgagee to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that Mortgagee is not entitled to a deficiency judgment, Mortgagor shall not (i) introduce in any other jurisdiction such judgment as a defense to enforcement against Mortgagor of any remedy in the Credit Agreement or any other Loan Document or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

4.20.3 In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 4.20, including, without limitation, any amendment to this Mortgage, any substitute promissory note or affidavit or certificate of any

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kind, Mortgagee may execute, deliver or record such instrument as the attorney-in-fact of Mortgagor. Such power of attorney is coupled with an interest and is irrevocable.

SECTION 4.21 No Obligation on Mortgagee. This Mortgage is intended only as security for the Secured Liabilities. Anything herein to the contrary notwithstanding, (i) Mortgagor shall be and remain liable under and with respect to the Mortgaged Property to perform all of the obligations assumed by it under or with respect to each thereof; (ii) Mortgagee shall have no obligation or liability under or with respect to the Mortgaged Property by reason or arising out of this Mortgage; and (iii) Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of Mortgagor under, pursuant to, or with respect to any of the Mortgaged Property.

SECTION 4.22 Care by Mortgagee. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Mortgaged Property in its possession if it takes such action for that purpose as Mortgagor requests in writing, but failure of Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care and no failure of Mortgagee to preserve or protect any rights with respect to such Mortgaged Property against prior parties or to do any act with respect to the preservation of such Mortgaged Property not so requested by Mortgagor shall be deemed a failure to exercise reasonable care in the custody or preservation of such Mortgaged Property.

SECTION 4.23 Counterparts. This Mortgage may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Mortgage.

SECTION 4.24 Loan Proceeds. Mortgagor represents and warrants that the Secured Liabilities secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4(1)(c) (or any substitute, amended or replacement statute), and that the Secured Liabilities constitute a business loan which comes within the purview of said 815 ILCS 205/4(1)(c).

SECTION 4.25 JURY WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALINGS OF MORTGAGOR AND MORTGAGEE WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF MORTGAGOR AND MORTGAGEE HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT MORTGAGOR OR MORTGAGEE MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF MORTGAGOR AND MORTGAGEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST

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MORTGAGEE ON THE THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

SECTION 4.26 Collateral Protection Act. Unless Mortgagor provides Mortgagee with evidence of the insurance required by this Mortgage or any other Loan Document, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the Secured Liabilities. This insurance may, but need not, protect Mortgagor's interests. The coverage Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Secured Liabilities. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required under by this Mortgage or any other Loan Document. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the Secured Liabilities, Mortgagor shall be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully 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 Secured Liabilities. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own. For purposes of the Illinois Collateral Protection Act, 815 ILCS 180/1 et. seq., Mortgagor hereby acknowledges Mortgagee's right pursuant to this Section 4.26 to obtain collateral protection insurance.

SECTION 4.27 Adjustable Mortgage Loan Provisions. The interest rate on the Secured Liabilities which this Mortgage secures is an adjustable rate on which the interest rate may be adjusted from time to time in accordance with the terms and provisions set forth in the Credit Agreement.

SECTION 4.28 Revolving Credit. This Mortgage secures, among other obligations which comprise the Secured Liabilities, the Loan Documents which evidence loans and advances made or to be made by Mortgagee to Mortgagor from time to time, the aggregate principal amount of which shall not exceed at any one time a maximum amount of \$194,000,000 plus interest thereon as provided in the Credit Agreement, and any disbursements made for the payment of taxes, special assessments or insurance on the Mortgaged Property or any other amounts advanced or made by Mortgagee, with interest on such disbursements. Such loans or advances constitute "revolving credit" as defined in 205 ILCS 5/5d. All future advances made by Mortgagee for the benefit of Mortgagor from time to time under this Mortgage or the other Loan Documents and whether or not such advances are obligatory or are made at the option of Mortgagee, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the full amount of the Secured Liabilities over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

SECTION 4.29 Credit Agreement. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall govern.

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[SIGNATURE PAGE FOLLOWS]

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EXHIBIT A

[See attached]

CH2\8323057.7

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SITE 1900

LEGAL DESCRIPTION:

LOT 12 AND THAT PART OF LOT 15 IN THE SUBDIVISION OF LOTS 1,2,3 AND 4 OF COTTAGE HOME SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM PARTS TAKEN FOR WIDENING OF 143RD STREET AND KEAN AVENUE), LYING SOUTH OF THE SOUTH LINE OF LOT 19 IN EAST ORLAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED EASTERLY TO THE EAST LINE OF LOT 15 AFORESAID, EXCEPTING THEREFROM THE NORTH 200 FEET OF PART OF SAID LOT 15 LYING SOUTH OF THE SOUTH LINE OF SAID LOT 19 AS EXTENDED TO THE EAST LINE OF SAID LOT 15. IN COOK COUNTY, ILLINOIS.

ADDRESS: 14360 SOUTH LA GRANGE ROAD, Orland Park, IL

PIN: 27-09-215-007-0000
27-09-215-029-0000

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SITE 1900

LEGAL DESCRIPTION:

LOT 1 IN BURNSIDE'S LAKEWOOD COMMERCIAL DEVELOPMENT UNIT NO. 1 IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PORTION FALLING IN OUTLOT "B" IN BURNSIDE'S LAKEWOOD MANOR UNIT NO. 12), IN COOK COUNTY, ILLINOIS.

ADDRESS: 4801 West Sauk Trail, Richton Park, IL

PIN: 31-33-200-019-0000

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Site 1901**LEGAL DESCRIPTION:**

PARCEL 1:

LOT 3 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 4 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723

PARCEL 3:

LOT 5 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF NORTH ASHLAND AVENUE) IN THE RESUBDIVISION OF LOTS 10, 11, 12 AND 13 AND THE SOUTH 16.35 FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1902, AS DOCUMENT 3209723

PIN(s): 14-29-128-003-0000; 14-29-128-004-0000; 14-29-128-005-0000

ADDRESS: 2801 N ASHLAND AVENUE, CHICAGO, IL

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Site 1902

LEGAL DESCRIPTION

PARCEL 1:

LOTS 13 AND 14 IN BLOCK 3 IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE NORTH 85 1/2 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE CENTER OF ELSTON AVENUE AND WEST OF WALLACE (NOW ALBANY) AVENUE IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 25 FEET OF LOT 12 IN BLOCK 3 IN JOSEPH BICKERDIKE'S SUBDIVISION OF THAT PART OF THE 85 1/2 ACRES OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE CENTER OF ELSTON AVENUE AND BOUNDED AS FOLLOWS: NORTH BY THE CENTER OF WARNER AVENUE, WEST BY THE CENTER OF KEDZIE AVENUE, SOUTHWESTERLY BY THE CENTER OF ELSTON AVENUE AND EAST BY THE CENTER OF WALLACE AVENUE (EXTENDED) WHICH PROPERTY HAS NET DIMENSIONS (EXCLUSIVE OF RADII OR RIGHT-OF-WAYS) OF 25 FEET FRONTING ON KEDZIE AVENUE BY 125 FEET IN DEPTH

PIN(s): 13-24-300-013-0000
13-24-300-015-0000

ADDRESS: 3159 WEST ADDISON STREET, Chicago, Illinois

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SITE 1903

LEGAL DESCRIPTION:

LOT 1 AND THE WESTERLY 140 FEET OF LOTS 2 AND 3 IN D. SCHREIBER'S SUBDIVISION OF THAT PART OF LOTS 4 AND 5 LYING BETWEEN THE CHICAGO AND NORTH WESTERN RAILROAD AND RIDGE ROAD (EXCEPT THE NORTH 50 FEET OF LOT 4) OF THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN(s): 11-31-402-077-0000

ADDRESS: 6401 NORTH RIDGE BLVD, Chicago, Illinois

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SITE 1904

LEGAL DESCRIPTION:

LOTS 13, 14, 15, 16 AND 17 INCLUSIVE (EXCEPTING THAT PART OF SAID LOT 17 TAKEN FOR WIDENING OF PETERSON AVENUE) IN E. C. PASCHKE'S WESTERN PETERSON SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN(s): 13-01-230-052-0000
13-01-230-053-0000
13-01-230-054-0000
13-01-230-055-0000
13-01-230-056-0000

ADDRESS: 6000 N WESTERN, Chicago, Illinois

Property of Cook County Clerk's Office

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1705

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008426077 D1
STREET ADDRESS: 4346 N WESTERN
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 13-13-402-053-0000

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 IN LUTZ PARK ADDITION TO RAVENSWOOD A
SUBDIVISION OF LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE NORTH 1/2 OF
THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50.00
FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 13) IN COOK COUNTY,
ILLINOIS.

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SITE 1906**LEGAL DESCRIPTION:****PARCEL 1:**

LOTS 1 TO 5 INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 1 TO 5 INCLUSIVE LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 7) AND ALL OF LOTS 6 AND 7 IN W.H. WHITEHEAD'S SUBDIVISION OF LOTS 9 TO 14 INCLUSIVE IN BLOCK 2 IN KEANEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 7, 8 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE VACATED ALLEY BEING 10 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOTS 1 TO 5 INCLUSIVE LYING NORTH OF THE NORTH LINE OF WEST LAWRENCE AVENUE LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1 AND LYING EAST OF THE EAST OF LINE EXTENDED NORTH OF SAID LOT 6.

PARCEL 3:

ALL OF THE VACATED ALLEY NORTH AND EASTERLY OF THE NORTHERLY LINE OF SAID LOTS 6 AND 7 LYING EAST OF THE WEST LINE EXTENDED NORTH OF SAID LOT 7, LYING WEST OF THE EAST LINE EXTENDED NORTH OF SAID LOT 6 AND LYING SOUTH OF THE NORTH LINE EXTENDED WEST OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

PIN(s): 14-07-423-048-0000
14-07-423-056-0000

ADDRESS: 4800 N. ASHLAND, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1907

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1, 2 AND 3 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4 AND 5 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO KNOWN AS

LOTS 4 AND 5 IN THE SUBDIVISION BY THE COLUMBIAN LAND ASSOCIATION OF ORIGINAL LOT 1 IN BLOCK 1 IN HIGH RIDGE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 14-06-204-012-0000
14-06-204-013-0000
14-06-204-014-0000

ADDRESS: 6346 N CLARK ST, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1908:

LEGAL DESCRIPTION:

LOTS 15, 16, 17, 18, 19 AND 20 IN BLOCK 7 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 11-30-123-029-0000

ADDRESS: 101 RIDGE AVENUE, Evanston, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1909

LEGAL DESCRIPTION:

THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1917, AS DOCUMENT 6022131, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 50.00 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD WITH A LINE 50.00 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, THENCE SOUTHERLY ALONG SAID LINE 50.00 FEET EASTERLY OF THE CENTER LINE OF GREENWOOD ROAD, 112.98 FEET TO A POINT OF CURVE, CONTINUING THENCE SOUTHERLY ALONG SAID 50 FOOT LINE (SAID LINE OF THIS POINT BEING A CURVED LINE, CONCAVE EASTERLY AND HAVING A RADIUS OF 4,533.75 FEET), A DISTANCE OF 37.02 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 145.00 FEET; THENCE NORTHERLY 150 FEET MORE OR LESS, TO A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 AND AT A POINT ON SAID PARALLEL LINE 145.00 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 145.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(s): 09-11-101-036-0000

ADDRESS: 3255 CENTRAL, Glenview, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1910

LEGAL DESCRIPTION:

LOT 1 IN GEORGE L. BUSSE'S RESUBDIVISION OF LOTS 9 AND 10 IN BUSSE COUNTRY ESTATES, A SUBDIVISION OF THE WEST 25 ACRES OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-14-106-014-0000

ADDRESS: 927 SOUTH BUSSE, Mount Prospect, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1911

LEGAL DESCRIPTION:

LOT 1 IN LOGAN'S RESUBDIVISION OF LOTS 59 (EXCEPT THE WESTERLY 3 FEET 1 INCH THEREOF) 60, 61, 62 AND 63 IN MAPLEWOOD HEIGHTS, BEING A SUBDIVISION OF THE EAST 15.00 CHAINS OF THAT PART LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY OF THE SOUTHEAST 1/4 OF SECTION 12 (EXCEPT THE SOUTHERLY 66 FEET FOR ROAD) ALSO OF BLOCK 26 IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT IN THE EAST 1/2 OF SECTION 12, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT OF LOGAN'S RESUBDIVISION AFORESAID REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 7, 1977 AS DOCUMENT 2972706.

PIN: 08-12-405-039-0000

ADDRESS: 1050 E NORTHWEST HWY, Mount Prospect, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1912

LEGAL DESCRIPTION:

LOTS 32 TO 36 INCLUSIVE IN GEORGE F. NIXON AND COMPANY'S WILLOW ROAD ADDITION TO NORTHFIELD, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 04-24-215-006-0000
04-24-215-007-0000
04-24-215-008-0000
04-24-215-009-0000
04-24-215-010-0000

ADDRESS: 1855 W. WILLOW ROAD, Northfield, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1913**LEGAL DESCRIPTION:**

PARCEL 1:

LOT 30 (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT POINT ON THE WESTERLY LINE OF LOT 30, SAID POINT BEING 6.24 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 33.5 FEET, A DISTANCE OF 34.12 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 466.0 FEET, A DISTANCE OF 86.89 FEET TO A POINT ON WESTERLY LINE OF LOT 30 SAID POINT BEING 3.59 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 30; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 30, A DISTANCE OF 115.17 FEET TO POINT OF BEGINNING);

LOT 31 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 31; THENCE NORTHERLY ALONG EASTERLY LINE OF SAID LOT, A DISTANCE OF 6.24 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 33.5 FEET, A DISTANCE OF 20.78 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 31; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 19.47 FEET TO POINT OF BEGINNING; AND,

COMMENCING AT NORTHEAST CORNER OF LOT 31; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 3.59 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A DISTANCE OF 3.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 31; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 31, A DISTANCE OF 0.95 OF A FOOT TO POINT OF BEGINNING; AND,

LOTS 32, 33 AND 34 ALL IN THE SUBDIVISION OF BLOCK 6 IN SHANNON AND CANFIELD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWESTERLY 8.00 FEET OF THE VACATED ALLEY, LYING NORTH OF AND ADJOINING PARCEL 1 AFORESAID,

ALSO DESCRIBED AS:

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

BEGINNING AT A POINT IN THE WEST LINE OF CUMBERLAND AVENUE, 727.00 FEET SOUTH OF THE SOUTH LINE OF GILLICK STREET, AS MEASURED ALONG THE WEST LINE OF CUMBERLAND AVENUE; THENCE NORTHWESTERLY AND FORMING AN INTERIOR ANGLE OF 65 DEGREES, 44 MINUTES WITH THE LAST MENTION COURSE, A DISTANCE OF 99.00 FEET MORE OR LESS TO A POINT IN AN EXTENSION NORTHEASTERLY OF THE WESTERLY LINE OF PREMISES NOW OWNED BY SHELL OIL COMPANY; THENCE SOUTHWESTERLY TO THE NORTHWEST CORNER OF PREMISES NOW OWNED BY SHELL OIL COMPANY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF PREMISES

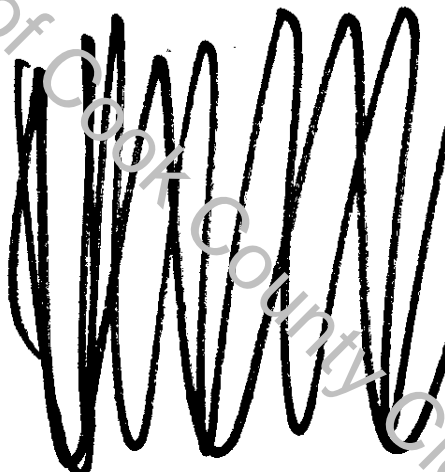
UNOFFICIAL COPY

OWNED BY SHELL OIL COMPANY, A DISTANCE OF 99.00 FEET MORE OR LESS TO THE WEST LINE OF CUMBERLAND AVENUE; THENCE NORTH ALONG THE WEST LINE OF CUMBERLAND AVENUE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTHEASTERLY 8.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PIN: 09-35-311-058-0000

ADDRESS: 900 W. TALCOTT ROAD, PARK RIDGE, Illinois

Property of Cook County Clerk's Office



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SITE 1914

LEGAL DESCRIPTION:

LOTS 22, 23, 24 AND 25 IN BLOCK 11 IN IRA BROWN'S ADDITION TO PARK RIDGE, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 SOUTH OF RAILROAD OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1200 W. TOUHY AVENUE, PARK RIDGE, ILLINOIS

PIN: 09-26-319-016-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1915

LEGAL DESCRIPTION:

THE EAST 100 FEET OF LOTS 19, 20, 21, 22 AND 23 IN BLOCK 1 (EXCEPT ANY PORTION OF SAID LOTS HERETOFORE DEDICATED FOR STREET PURPOSE) IN HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION FOURTH ADDITION BEING A SUBDIVISION OF THE SOUTH 40 RODS OF THE EAST 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-10-427-055-0000

ADDRESS: 9600 CRAWFORD, Skokie, Illinois

Property of Cook County Clerk's Office

Site 1937

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****ORDER NUMBER:** 1401 008426055 D1**STREET ADDRESS:** 2425 WEST ROOSEVELT**CITY:** BROADVIEW**COUNTY:** COOK**TAX NUMBER:****LEGAL DESCRIPTION:**

15-15-324-031-0000

LOT 462 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION ROOSEVELT ROAD AND 17TH AVENUE SUBDIVISION OF LOTS 1 TO 5, 7 AND 8 IN OWNER'S PARTITION OF SOUTH 83.2 ACRES OF WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (**EXCEPT THAT PART OF SAID LOT 462 DESCRIBED AS FOLLOWS:** BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 462; THENCE SOUTH ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF 25TH AVENUE, A DISTANCE OF 118 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD AS PER CONDEMNATION PER PETITION FILED JULY 19, 1927 AS CASE NO. 583222, CIRCUIT COURT OF COOK COUNTY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 17 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 14.142 FEET TO A POINT ON A LINE 7 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF 25TH AVENUE; THENCE NORTH ALONG SAID LINE 7 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF 25TH AVENUE; A DISTANCE OF 108 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 462; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 7 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THE SOUTHERLY 7 FEET OF THE LAND AS CONDEMNED FOR WIDENING ROOSEVELT ROAD ON PETITION FILED JULY 19, 1927 AS CASE NO. 583222 COUNTY COURT OF COOK COUNTY, ILLINOIS).

UNOFFICIAL COPY

SITE 1933

LEGAL DESCRIPTION:

LOTS 1,2,3 AND 4 AS MEASURED ALONG THE WEST LINE THEREOF IN G. C. THOMAS SUBDIVISION OF THAT PART OF BLOCK 33 LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN MONTROSE, BEING A SUBDIVISION OF PARTS OF SECTIONS 15 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-15-126-007-0000

ADDRESS: 4401 N. CICERO, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1934

LEGAL DESCRIPTION:

LOTS 21 TO 25 IN BLOCK 1 IN HENRY MEYERHOFF'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-124-049-0000

ADDRESS: 1400 W. DIVISION, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1935

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 IN WAUGH'S SUBDIVISION OF EAST HALF OF BLOCK 1 IN STEEL'S SUBDIVISION OF SOUTH EAST QUARTER AND EAST HALF OF SOUTH WEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-26-407-046-0000

ADDRESS: 3201 W. 26TH STREET, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1936

LEGAL DESCRIPTION:

PARCEL 1:

LOT 19 IN ROUNTREE AND HAYES SUBDIVISION OF THE EAST HALF OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 19 HERETOFORE CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT 10733514 DESCRIBED AS THAT PART OF LOT 19, LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 36, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 23 IN ROUNTREE AND HAYES SUBDIVISION OF THE EAST HALF OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 20 AND 22 IN ROUNTREE AND HAYES SUBDIVISION OF THE EAST HALF OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 21 IN ROUNTREE AND HAYES SUBDIVISION OF THE EAST HALF OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-36-432-045-0000

ADDRESS: 1600 NORTH WESTERN, Chicago, Illinois

UNOFFICIAL COPY

SITE 1937

LEGAL DESCRIPTION:

THAT PART OF BLOCK 2 IN S. J. WALKER'S SECOND DOCK ADDITION, A SUBDIVISION OF BLOCKS 6 AND 7 OF MOORE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30 AND THAT PART LYING NORTH OF THE CHICAGO RIVER OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 2, 150 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK 2, 150 FEET; THENCE NORTHERLY TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, WHICH IS 150 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID BLOCK 2 TO THE POINT OF BEGINNING,

(EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 2 A DISTANCE OF 13.54 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 22.0 FEET AN ARC DISTANCE OF 14.30 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF SAID BLOCK 2 A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PIN: 17-30-126-003-0000

ADDRESS: 2403 W. BLUE ISLAND, Chicago, Illinois

UNOFFICIAL COPY

SITE 1938

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 IN OLIVER L. WATSON'S 2ND BELMONT AVENUE ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-19-434-048-0000

ADDRESS: 6400 W. BELMONT, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1939

LEGAL DESCRIPTION:

LOTS 18 TO 22, INCLUSIVE IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 1/4 OF LOTS 11 AND 12 OF THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 13-16-424-025-0000
13-16-424-026-0000
13-16-424-027-0000

ADDRESS: 4001 N. LARAMIE, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1940

LEGAL DESCRIPTION:

LOTS 7, 8, 9 AND 10 IN BLOCK 2 IN C. BILLING'S SUBDIVISION OF THE NORTH 13 ACRES (EXCEPT RAILROAD) OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-100-030-0000

ADDRESS: 3959 W. FULLERTON, CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1941

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1, 2, 3 AND 4 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN GRAND AVENUE ESTATES, A SUBDIVISION OF THE EAST QUARTER OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 466 FEET THEREOF) ACCORDING TO PLAT FILED IN REGISTRAR'S OFFICE AS DOCUMENT 40221, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5 AND 6 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN GRAND AVENUE ESTATES, A SUBDIVISION OF THE EAST QUARTER OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 466 FEET THEREOF) ACCORDING TO PLAT FILED IN REGISTRAR'S OFFICE AS DOCUMENT 40221, IN COOK COUNTY, ILLINOIS.

PIN: 13-32-107-040-0000

ADDRESS: 6001 W FULLERTON, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1942

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 31 FEET OF LOT 3 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 13-21-303-013-0000
13-21-303-036-0000

ADDRESS: 5201 W. ADDISION, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1943

LEGAL DESCRIPTION:

LOTS 1 TO 5 IN BLOCK 4 IN SNOWHOOK'S SUBDIVISION IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-36-103-045-0000

ADDRESS: 2801 W. Fullerton Avenue, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1944

LEGAL DESCRIPTION:

PARCEL 1:

LOT 23 (EXCEPT THE WEST 17 FEET THEREOF) AND ALL OF LOT 24, ALL IN THE SUBDIVISION OF BLOCK 15 IN GEORGE BICKERDIKE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 25 TO 28, INCLUSIVE, AND LOT 29 (EXCEPT THE EAST 5 FEET THEREOF), ALL IN THE SUBDIVISION OF BLOCK 15 IN GEORGE BICKERDIKE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-08-121-029-0000
17-08-121-030-0000
17-08-121-031-0000

ADDRESS: 505 N. ASHLAND AVENUE, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1945**LEGAL DESCRIPTION:**

THAT PART OF LOT 3 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WEST BELMONT AVENUE AND NORTH AVERS AVENUE (AS OPENED), WHICH CORNER IS 52.00 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID WEST BELMONT AVENUE AND THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH AVERS AVENUE (AS OPENED) PERPENDICULAR TO SAID SOUTH LINE OF WEST BELMONT AVENUE A DISTANCE OF 43.88 FEET TO ITS INTERSECTION WITH SAID NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE, A DISTANCE OF 183.54 FEET TO THE WESTERLY CORNER OF A BRICK BUILDING; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY FACE OF SAID BRICK BUILDING AND ALONG A NORTHEASTERLY EXTENSION OF THE LINE OF SAID NORTHWESTERLY FACE, A DISTANCE OF 84.46 FEET; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF WEST BELMONT AVENUE, A DISTANCE OF 97.6 FEET TO SAID SOUTH STREET LINE AND THENCE WEST ALONG SAID SOUTH LINE OF WEST BELMONT AVENUE, A DISTANCE OF 194.62 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 13-26-103-003-0000

ADDRESS: 3181 N. MILWAUKEE, Chicago, Illinois

Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1946**LEGAL DESCRIPTION:**

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE THEREOF 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 299.42 FEET (MORE OR LESS) TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EASTERLY ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SAID SECTION, A DISTANCE OF 129.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 169.42 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SAID SECTION, A DISTANCE OF 131.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 130.00 FEET (MORE OR LESS) TO THE ABOVE MENTIONED SOUTH LINE, BEING THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 260.00 FEET (MORE OR LESS) TO THE PLACE OF BEGINNING, (EXCEPTING THAT PART OF THE SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE THEREOF, 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 149.2 FEET (MORE OR LESS) TO A POINT 183.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EASTERLY ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SAID SECTION, A DISTANCE OF 129.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 19.42 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SAID SECTION, A DISTANCE OF 131.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE SAID WEST LINE OF SAID SECTION, A DISTANCE OF 130.00 FEET (MORE OR LESS) TO THE ABOVE MENTIONED SOUTH LINE, BEING THE SOUTH LINE OF THE SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE WESTERLY ALONG THE SAID SOUTH LINE, A DISTANCE OF 260.00 FEET (MORE OR LESS) TO THE PLACE OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PIN: 16-21-102-016-0000

ADDRESS: 5559 W. ROOSEVELT ROAD, Cicero, Illinois

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008426116 D1
STREET ADDRESS: 4801 W ROOSEVELT RD
CITY: CICERO **COUNTY:** COOK
TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 1 IN GRANTS LOCOMOTIVE WORKS ADDITION TO CHICAGO IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 1 THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES, 33 MINUTES, 52 SECONDS EAST ON THE EAST LINE THEREOF 10.00 FEET; THENCE NORTH 45 DEGREES, 25 MINUTES, 31 SECONDS WEST, 14.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 DISTANT 10.00 FEET WEST OF THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 42 MINUTES, 51 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, AS CONDEMNED IN CASE NO. 88L50604) IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**SITE 1948****LEGAL DESCRIPTION:****PARCEL 1:**

THE WEST 135 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED COURSE TO WIT: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 135.0 FEET OF LOT 10; DISTANT 15.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID LOT 10; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 10, A DISTANCE OF 77.0 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.0 FEET AND A CENTRAL ANGLE OF 53 DEGREES, 34 MINUTES, 24 SECONDS A DISTANCE OF 70.12 FEET TO A POINT IN THE WEST LINE OF SAID LOT 10, DISTANT 92.05 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 30).

ALSO EXCEPTING

THAT PART DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID WEST 135.00 FEET DISTANT NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST (ASSUMED BEARING) 15.01 FEET FROM THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 87 DEGREES 01 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF TOUHY AVENUE 77.00 FEET; THENCE NORTHWESTERLY 70.12 FEET (RECORD) 65.06 FEET (CALCULATED) ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75 FEET (RECORD) 73.22 FEET (COMPUTED) THROUGH A CENTRAL ANGLES OF 53 DEGREES 34 MINUTES 24 SECONDS (RECORD) 50 DEGREES 54 MINUTES 35 SECONDS (COMPUTED) TO A POINT IN THE WEST LINE OF SAID LOT 10 DISTANT NORTHERLY 92.05 FEET FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST, NOT TANGENT TO SAID CURVE, ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 92.96 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 87 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 3.08 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS EAST 19.22 FEET; THENCE SOUTH 06 DEGREES 08 MINUTES 04 SECONDS EAST 45.42 FEET; THENCE SOUTHEASTERLY 72.76 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLES OF 86 DEGREES 51 MINUTES 23 SECONDS; THENCE NORTH 87 DEGREES 00 MINUTES 33 SECONDS EAST, TANGENT TO SAID CURVE, 77.53 FEET TO THE EAST LINE OF SAID WEST 135.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE 10.06 FEET TO THE POINT OF BEGINNING (SEE CONDEMNATION CASE # 91L50455).

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DEED FROM HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27,

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1961 AND KNOWN AS TRUST NUMBER 30267 TO CORKILL ELECTRIC COMPANY, AN ILLINOIS CORPORATION TO AN UNDIVIDED 1/2 AND ARTHUR WOSCH AND FRANCES WOSCH, HIS WIFE AS JOINT TENANTS TO AN UNDIVIDED 1/2 DATED NOVEMBER 27, 1962 AND RECORDED MARCH 19, 1963 AS DOCUMENT 18746043 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 10, 135 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10, THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT 10, A DISTANCE OF 25 FEET, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE DRAWN TO A POINT ON THE SOUTH LINE OF SAID LOT 10, (15 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 15 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFORM THE SOUTH 15 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEROF).

ALSO THAT PART OF LOT 9 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON WEST LINE OF SAID LOT 9, 15 FEET NORTH OF SOUTHWEST CORNER OF SAID LOT 9 TO A POINT ON THE SOUTH LINE OF SAID LOT 9, 25 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 9, ALL IN COOK COUNTY, ILLINOIS.

PIN(s): 09-30-410-020-0000

ADDRESS: 600 E. TOUHY, Des Plaines, Illinois

Cook County Clerk's Office

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SITE 1949

LEGAL DESCRIPTION:

PARCEL A:

THAT PART OF THE EAST 261 FEET OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF JOILET ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS A DISTANCE OF 420.55 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 222.08 FEET TO THE INTERSECTION OF SAID LINE WITH THE CENTER LINE OF JOILET ROAD AS SHOWN ON SUBDIVISION PLAT OF ROBERT BARTLETT'S LAGRANGE HIGHLANDS UNIT NUMBER 11, AS RECORDED JULY 30, 1951, AS DOCUMENT NUMBER 15134785, IN COOK COUNTY, ILLINOIS; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID JOILET ROAD AS SHOWN ON SAID SUBDIVISION PLAT ALONG A LINE FORMING AN ANGLE OF 62 DEGREES 42 MINUTES FROM SOUTH TO SOUTHWEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 222.08 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 50 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID JOILET ROAD; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 150 DEGREES 40 MINUTES 30 SECONDS FROM NORTHWEST TO WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 58.77 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 119 DEGREES 19 MINUTES 30 SECONDS FROM NORTH TO EAST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 88.10 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 119 DEGREES 19 MINUTES 30 SECONDS FROM NORTHWEST TO NORTH TO NORTHEAST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 58.77 FEET TO A POINT IN THE WEST LINE OF WILLOW SPRINGS ROAD WHICH IS 50 FEET WEST OF THE POINT OF BEGINNING; MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

TOGETHER WITH EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 'A', AFORESAID, AS CREATED BY INSTRUMENT DATED NOVEMBER 28, 1958 AND RECORDED DECEMBER 4, 1958 AS DOCUMENT NUMBER 17395343, AND AS AMENDED OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

(1): BEGINNING AT A POINT IN THE CENTER LINE OF SAID JOILET ROAD WHICH IS A DISTANCE OF 222.08 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID CENTER WITH THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ALONG A LINE PERPENDICULAR TO THE CENTER LINE OF SAID ROAD, A DISTANCE OF 50 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID ROAD; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 150 DEGREES 40 MINUTES 30 SECONDS FROM NORTHWEST TO WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 58.77 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 60 DEGREES 40 MINUTES 30 SECONDS FROM NORTH TO NORTHWEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 60 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 148 DEGREES 39 MINUTES FROM SOUTHEAST TO EAST TO NORTHWEST, A DISTANCE OF 50 FEET TO THE CENTER LINE OF SAID ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID

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ROAD, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING;

(2): BEGINNING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4, WHICH IS A DISTANCE OF 360.55 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 50 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 148 DEGREES 39 MINUTES FROM EAST TO NORTH TO NORTHWEST, A DISTANCE OF 60 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 60 DEGREES 40 MINUTES 30 SECONDS FROM SOUTHEAST TO EAST TO NORTHEAST, A DISTANCE OF 58.77 FEET TO A POINT IN THE WEST LINE OF WILLOW SPRING ROAD WHICH IS A DISTANCE OF 50 FEET WEST OF (MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST 50 FEET TO THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PIN(s): 18-20-103-005-0000

ADDRESS: 6701 JOLIET ROAD, La Grange, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1950

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-17-307-036-0000

ADDRESS: 1 WEST HARRISON, Oak Park, Illinois

Property of Cook County Clerk's Office

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SITE 1966**LEGAL DESCRIPTION:**

THAT PART OF THE EAST 20 ACRES OF THE NORTH 60 ACRES OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTH EAST QUARTER AND 228.37 FEET EAST OF THE WEST LINE OF SAID EAST 20 ACRES; THENCE EAST ON A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST QUARTER TO A POINT 114.0 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST QUARTER, SAID POINT BEING TANGENT TO A CURVE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 50.0 FEET; THENCE SOUTH EASTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET, TO A POINT OF TANGENCY TO SAID CURVE, SAID POINT BEING 64.00 FEET WEST OF MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTH EAST QUARTER, THENCE SOUTH ALONG A LINE 64.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTH EAST QUARTER TO A LINE THAT IS 215.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST QUARTER, THENCE WEST ON SAID PARALLEL LINE 150.0 FEET, TO A LINE THAT IS 228.37 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST 20 ACRES; THENCE NORTH ON LAST SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 19-33-200-004-0000

ADDRESS: 7900 S. CICERO AVE, Burbank, Illinois

Approved by Cook County Clerk's Office

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SITE 1967

LEGAL DESCRIPTION:

LOTS 24 TO 28 IN BLOCK 4 IN TRUMAN PENFIELD'S ASHLAND AVENUE ADDITION TO WEST PULLMAN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-30-422-060-0000

ADDRESS: 1620 W. 127TH ST., Calumet Park, Illinois

Property of Cook County Clerk's Office

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SITE 1968

LEGAL DESCRIPTION:

LOT 24 IN ELMORE'S 83RD STREET SUBDIVISION, BEING A SUBDIVISION OF BLOCK 19 IN SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING SOUTHERLY OF FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT ON THE WEST LINE OF LOT 24 IN SUBDIVISION AFORESAID POINT BEING 17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND EXTENDING EASTERLY TO A POINT ON THE SOUTH LINE OF LOT 16, 15 FEET WEST OF THE SOUTHEAST CORNER OF LOT 15 IN SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

PIN: 20-34-118-017-0000

ADDRESS: 8259 S. STATE STREET, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1969**LEGAL DESCRIPTION:****PARCEL 1:**

THE WEST 51 FEET OF THE EAST 71 FEET OF LOT 5 OF THE PARTITION OF LOTS 34, 35, 38 AND 39 OF BLOCK 1 OF CARR'S RESUBDIVISION OF KEDZIE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS OTHERWISE DESCRIBED AS FOLLOWS:

A PLOT OF GROUND SITUATED AT THE NORTHWEST CORNER OF 55TH AND 5TH AVENUE COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF 5TH AVENUE AND THE NORTH LINE OF 55TH STREET RUNNING THENCE IN A WESTERLY DIRECTION 51 FEET ALONG THE NORTH LINE OF 55TH STREET; THENCE IN A NORTHERLY LINE DIRECTION 126.5 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF 5TH AVENUE; THENCE IN AN EASTERLY DIRECTION 51 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF 55TH STREET TO THE WEST LINE OF 5TH AVENUE; THENCE IN A SOUTHERLY DIRECTION 126.5 FEET ALONG THE WEST LINE OF 5TH AVENUE TO THE POINT OF BEGINNING, EXCEPT SO MUCH OF THE SAID PREMISES AS HAS BEEN CONDEMNED BY THE CITY OF CHICAGO FOR ALLEY PURPOSES, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 10 FEET OF LOT 4 AND THE WEST 25 FEET OF LOT 5 IN THE PARTITION OF LOTS 34, 35, 38 AND 39 OF BLOCK 1 OF CARR'S RESUBDIVISION OF KEDZIE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH 2/3 OF LOT 6 (EXCEPT PARTS TAKEN FOR STREETS AND ALLEYS) IN THE PARTITION OF LOTS 34, 35, 38 AND 39 OF BLOCK 1 OF CARR'S RESUBDIVISION OF KEDZIE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED APRIL 12, 1884 DOCUMENT 537111, BOOK 18 PAGE 95 IN COOK COUNTY, ILLINOIS.

PIN: 20-09-417-083-0000
20-09-417-084-0000
20-09-417-085-0000

ADDRESS: 5458 S. WELLS, Chicago, Illinois

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SITE 1970

LEGAL DESCRIPTION:

LOTS 19, 20, 21, 22, 23, 24, AND 25 IN BLOCK 8 IN COBE AND MCKINNON'S 67TH STREET AND WESTERN AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-24-231-042-0000

ADDRESS: 6658 SOUTH WESTERN, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1971

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4 AND 5 IN ANNE REILEY'S SUBDIVISION OF LOTS 97, 98, 99 AND 100 IN BLOCK 3 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-33-203-055-0000

ADDRESS: 215 W 31ST STREET, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1972

LEGAL DESCRIPTION:

LOTS 8, 9, 10 AND 11 IN SUBDIVISION BLOCK 2 OF CREPIN'S SUBDIVISION OF PART OF BLOCK 24 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-31-400-046-0000

ADDRESS: 3501 SOUTH DAMEN AVENUE, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1973

LEGAL DESCRIPTION:

LOTS 61 TO 65 BOTH INCLUSIVE (EXCEPT THAT PART OF LOT 65, AFORESAID, LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN FOR WIDENING OF CRAWFORD NOW PULASKI ROAD) IN BERMAN AND WESSEL'S SUBDIVISION OF BLOCK 7 IN JAMES GILLETT'S SUBDIVISION OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-02-309-044-0000

ADDRESS: 4647-57 S. PULASKI RD, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1974

LEGAL DESCRIPTION:

LOT 19 IN PULLMAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 23, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-23-101-012-0000

ADDRESS: 11100 S. CORLISS, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SITE 1975

LEGAL DESCRIPTION:

LOTS 1 THRU 10 IN BLOCK 1 IN EAMES' SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-17-207-027-0000

ADDRESS: 801 W. GARFIELD, Chicago, Illinois

Property of Cook County Clerk's Office

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SITE 1976

LEGAL DESCRIPTION:

LOTS 69, 70, 71, 72 AND 73 IN THE SUPERIOR COURT COMMISSIONERS' PARTITION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-34-318-062-0000

ADDRESS: 8659 S. STATE STREET, Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY**SITE 1977****LEGAL DESCRIPTION:**

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, 2.33 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 51.02 FEET; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY TO THE CENTER LINE OF MICHIGAN CITY ROAD, A DISTANCE OF 274.51 FEET; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MICHIGAN CITY ROAD, A DISTANCE OF 245.34 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 11, A DISTANCE OF 361.30 FEET TO THE POINT OF BEGINNING.

(EXCEPT THEREFROM THE FOLLOWING: THE NORTH 30 FEET THEREOF AND EXCEPT THE SOUTHWESTERLY 33 FEET THEREOF TAKEN FOR ROAD PURPOSES

AND EXCEPT THAT PORTION DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 7620638

AND ALSO EXCEPT THAT PORTION TAKEN BY CONDEMNATION IN CASE NO. 79L25163 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, 2.33 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 51.02 FEET; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY FOR A DISTANCE OF 40.89 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG A LINE PARALLEL WITH AND 40.0 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, FOR A DISTANCE OF 219.56 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 53 DEGREES 41 MINUTES 07 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 21.71 FEET; THENCE SOUTHERLY ALONG A LINE FOR A DISTANCE OF 21.71 FEET, MORE OR LESS, TO A POINT 40.0 FEET NORMALLY DISTANCE NORTHEASTERLY OF THE CENTERLINE OF MICHIGAN CITY ROAD; THENCE SOUTHEASTERLY ALONG A LINE 40.0 FEET NORTHEAST OF AND PARALLEL TO THE CENTER LINE OF MICHIGAN CITY ROAD FOR A DISTANCE OF 242.34 FEET, MORE OR LESS, TO THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY; THENCE SOUTHERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY FOR A DISTANCE OF 7.73 FEET; MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CITY ROAD; THENCE NORTHWESTERLY ALONG A LINE 33.0 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF MICHIGAN CITY ROAD FOR A DISTANCE OF 247.46 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 33 DEGREES 37 MINUTES 45 SECONDS TO THE RIGHT OF A

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PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 34.82 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 71 DEGREES 46 MINUTES 30 SECONDS TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 34.82 FEET, MORE OR LESS, TO A POINT 30.0 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL TO THE SAID NORTH LINE FOR A DISTANCE OF 222.52 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF SAID EXPRESSWAY FOR A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PIN(s): 29-11 402-005-0000

ADDRESS: 1445 E. SIBLEY, Dolton, Illinois

Property of Cook County Clerk's Office

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SITE 1981

LEGAL DESCRIPTION:

LOT 1 (EXCEPT THE WEST 80 FEET THEREOF AND EXCEPT THE EAST 10 FEET THEREOF); AND THE NORTH 34.83 FEET OF LOT 2 (EXCEPT WEST 80 FEET THEREOF AND EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 2 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS UNIT NUMBER 2, BEING A SUBDIVISION IN FRACTIONAL SECTIONS 27 AND 28 LYING NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-28-202-032-0000

ADDRESS: 16702 SOUTH CICERO AVENUE, Oak Forest, Illinois

Property of Cook County Clerk's Office

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SITE 1982**LEGAL DESCRIPTION:**

PARCEL 1:

LOTS 273, 274 AND 275 (EXCEPT THE EAST 27.00 FEET OF SAID LOTS) AND ALL OF LOTS 276 AND 277 IN FREDERICK H. BARTLETT'S ARGO PARK SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE 20-FOOT WIDE VACATED ALLEY, LYING EAST OF THE WESTERNMOST PROPERTY OF LOT 274 EXTENDED SOUTH AND NORTH OF THE SOUTHERNMOST PROPERTY OF LOT 274 EXTENDED WEST IN FREDERICK H. BARTLETT'S ARGO PARK SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-13-430-018-0000
18-13-430-019-0000
18-13-430-037-0000
18-13-430-038-0000
18-13-430-039-0000

ADDRESS: 7200 W 63rd Street, Summit, Illinois

Property of Cook County Clerk's Office

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SITE 1983

LEGAL DESCRIPTION:

LOTS 14, 15, 16, 17, 18, 19, 20 AND 21 (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BY THE STATE HIGHWAY DEPARTMENT; STATE OF ILLINOIS) IN BLOCK 1 IN CHICAGO TITLE AND TRUST COMPANY'S THIRD ADDITION TO SUMMIT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-12-406-061-0000

ADDRESS: 5314 S. HARLEM, Summit, Illinois

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