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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1027434083 Fee: \$108.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2010 12:47 PM Pg: 1 of 37

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 17-31-407-029-0000

Address:

Street: 35TH STREET AND ASHLAND

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60611

Lender: RABOBANK NEDERLAND

Borrower: WM. WRIGLEY JR. COMPANY

Loan / Mortgage Amount: \$500,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 975F4E4E-A8B9-41C7-B5BE-F4D34FFE51DE

Execution date: 09/30/2010

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JR

8441993
8441992
8454003

8441996
8441997
8454000
8441995
8454004

**RECORDING
REQUESTED BY:**
Greenberg Traurig LLP

**AND WHEN RECORDED
MAIL TO:**

Cindy J.K. Davis, Esq.
Greenberg Traurig LLP
3290 Northside Parkway
Suite 400
Atlanta, Georgia 30327

**Re: WM. WRIGLEY JR.
COMPANY**

Locations: See Exhibit A

Municipality: Chicago

County: Cook

State: Illinois

Permanent Index Numbers: See
Exhibit A

Space above this line for recorder's use only

AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This **AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of Sept 30, 2010, and effective as of Sept. 30, 2010 (as it may from time to time be extended, spread, split, consolidated, modified, amended, supplemented, restated or renewed in writing, this "**Mortgage**"), by and from **WM. WRIGLEY JR. COMPANY**, a Delaware corporation ("**Mortgagor**"), with an office at 410 North Michigan Avenue, Chicago Illinois 60611, to **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank")**, as successor administrative agent and collateral agent to Goldman Sachs Credit Partners L.P., and in its capacity as Administrative Agent and as Collateral Agent ("**Agent**") for the Secured Parties (in such capacity, "**Mortgagee**"), with an office at 245 Park Avenue, 37th Floor, New York, New York 10167-0062, Attention: Loan Syndications.

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 6, 2008, by and among NEW UNO ACQUISITION CORPORATION, a Delaware corporation (to be merged with Wm. Wrigley Jr. Company), as Borrower, NEW UNO HOLDINGS CORPORATION, a Delaware corporation ("**Holdings**"), NEW UNO INTERMEDIATE HOLDINGS CORPORATION, a Delaware corporation, CERTAIN

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SUBSIDIARIES OF BORROWER, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as a Co-Syndication Agent, as Administrative Agent and as Collateral Agent, and certain other agents party thereto (the "**Original Credit Agreement**", as it may be amended, supplemented or otherwise modified, including without limitation by that certain Amendment Agreement dated as of December 17, 2009, collectively, the "**Existing Credit Agreement**");

WHEREAS, in accordance with Section 9.06 of the Existing Credit Agreement, on June 28, 2010, the Requisite Lenders (as defined in the Existing Credit Agreement) replaced GSCP as the administrative agent and collateral agent, with Rabobank as the new Administrative Agent and new Collateral Agent, pursuant to that certain Resignation and Appointment of Agent, dated June 28, 2010, between GSCP as the resigning Administrative Agent and Collateral Agent, Rabobank, as the successor Administrative Agent and Collateral Agent, and the Requisite Lenders (the "**Resignation and Appointment Agreement**"). As a result of such replacement, and in accordance with Section 9 of the Original Mortgage (as defined below), Rabobank succeeded to and became vested with all the rights, powers, privileges and duties of GSCP, as the prior mortgagee, under the Original Mortgage;

WHEREAS, on or around June 28, 2010, Mortgagor issued the New Senior Secured Notes (as defined in the Credit Agreement, as defined below) and repaid the Tranche B-1 Term Loan and the Tranche B-2 Term Loan (each as defined in the Existing Credit Agreement) in full with the proceeds thereof;

WHEREAS, on June 28, 2010, Mortgagor, Holdings, certain Subsidiaries of Mortgagor, Rabobank, as the new Administrative Agent and the new Collateral Agent and the Lenders party thereto entered into a Second Amendment Agreement (the "**Amendment Agreement**"), pursuant to which the parties agreed, subject to the terms and conditions thereof, to amend and restate the Existing Credit Agreement to be in the form of the Credit Agreement;

WHEREAS, on June 28, 2010, Mortgagor (as "**Borrower**"), Holdings, certain Subsidiaries of Mortgagor, Rabobank, in its capacity as Administrative Agent and Collateral Agent, and the various Lenders who are or may become a party thereto, entered into that certain Credit Agreement (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, on June 28, 2010, Mortgagor, Holdings, certain Subsidiaries of Mortgagor, Rabobank, as Administrative Agent and Collateral Agent, and The Bank of New York Mellon Trust Company, N.A., as trustee for the holders of the New Senior Secured Notes, entered into that certain First Lien Intercreditor Agreement (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Intercreditor Agreement**");

WHEREAS, on June 28, 2010, Mortgagor, Holdings, certain Subsidiaries of Mortgagor, Rabobank, as Collateral Agent, entered into that certain Amended and Restated Pledge and Security Agreement (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"); and together with the Credit Agreement, the other Credit Documents, and the First Lien Intercreditor Agreement, the First Lien Credit Documents (as defined in the First Lien Intercreditor Agreement, and including, without limitation, that certain Indenture dated as of June 28, 2010, among the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee), each a "**Transaction Document**", and collectively, the "**Transaction Documents**"); and

WHEREAS, according to the Credit Agreement, the Lenders may advance Loans in the principal amount not to exceed \$700,000,000, consisting of (a) \$500,000,000 aggregate principal amount of Term Loans, (b) up to \$200,000,000 aggregate principal amount of Revolving Loans (including Swing Line Loans and Letters of Credit) and (c) up to \$500,000,000 aggregate principal amount of New Term Loans and New Revolving Loans at the request of Borrower, with an initial maturity date of June 27, 2014 for the Term Loans, June 27, 2014 for the Revolving Loans and New Revolving Loans, and no earlier than June 27, 2014 for the New Term Loans, in each

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case subject to extension as set forth in the Credit Agreement, and bearing interest at variable rates determined in accordance with the terms and conditions of the Credit Agreement;

WHEREAS, subject to the terms and conditions of the Credit Agreement, Mortgagor may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, subject to the terms and conditions of the Credit Agreement, Mortgagor may enter into one or more Cash Management Agreements with one or more Cash Management Providers;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders, Lender Counterparties and Cash Management Providers as set forth in the Credit Agreement, the Hedge Agreements and the Cash Management Agreements, respectively, and in consideration of the accommodations as set forth in the First Lien Intercreditor Agreement and the First Lien Credit Documents, Mortgagor has agreed, subject to the terms and conditions hereof and of each other Credit Document, each Transaction Document, each of the Hedge Agreements and each of the Cash Management Agreements, to secure Mortgagor's obligations under the Credit Documents, the Transaction Documents, the Hedge Agreements and the Cash Management Agreements as set forth herein; and

WHEREAS, the obligations of Mortgagor to Mortgagee and the other Secured Parties under the Credit Agreement and under the other Credit Documents are secured in part by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, by Mortgagor to Mortgagee dated as of October 6, 2008, and effective as of October 6, 2008, filed of record on October 8, 2008, as Document Number 0828245082, in the Office of the Cook County Recorder of Deeds, Illinois (collectively, the "**Original Mortgage**"), which Original Mortgage has been assigned to Mortgagee pursuant to Section 1(a) of the Resignation and Appointment Agreement;

WHEREAS, pursuant to this Mortgage, the Mortgagee and the Mortgagor desire to amend and restate the terms, covenants and conditions of the Original Mortgage in their entirety to secure the Secured Obligations described in this Mortgage;

WHEREAS, neither Mortgagor nor Mortgagee intends that anything in this Mortgage shall be construed as a novation of the Original Mortgage, and this Mortgage shall not effect a novation of the Original Mortgage; and

WHEREAS, Mortgagor wishing to provide further assurance and security to the Agent, the Lenders and each of the Secured Parties, the Mortgagor is executing this Mortgage.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Mortgagor and Mortgagee agree as follows:

SECTION 1. DEFINITIONS

1.1. Definitions. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"**Indebtedness**" means all obligations and liabilities of every nature of Borrower, Mortgagor, Holdings, and certain Subsidiaries of Mortgagor, now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Credit Documents, the First Lien Intercreditor Agreement, the First Lien Credit Documents, the Pledge and Security Agreement, any Hedge Agreement and any Cash Management Agreement, in each case together with all extensions or renewals thereof, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to Borrower, would accrue on such obligations, whether or not a claim is allowed against Borrower for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Hedge Agreements, obligations under

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Cash Management Agreements, obligations under the First Lien Intercreditor Agreement, the First Lien Credit Documents or the Pledge and Security Agreement, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Mortgagor, any Lender, Lender Counterparty or Cash Management Provider as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Mortgagor now or hereafter existing under this Mortgage. The Credit Agreement contains a revolving credit facility which permits the Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Administrative Agent or Lenders, all upon satisfaction of certain conditions stated in the Credit Agreement. This Mortgage secures all advances and re-advances under the revolving credit feature of the Credit Agreement.

"Mortgaged Property" means all of Mortgagor's interest in (i) the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor (the **"Land"**); (ii) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land subject to the Permitted Liens, (the **"Improvements"**); the Land and Improvements are collectively referred to as the **"Premises"**); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **"Fixtures"**); (iv) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the **"Personalty"**); (v) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property (the **"Deposit Accounts"**); (vi) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law (the **"Leases"**); (vii) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the **"Rents"**), (viii) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the **"Property Agreements"**); (ix) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (x) all property tax refunds payable to Mortgagor (the **"Tax Refunds"**); (xi) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the **"Proceeds"**); (xii) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the **"Insurance"**); and (xiii) all of Mortgagor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the **"Condemnation Awards"**). As used in this Mortgage, the term **"Mortgaged Property"** shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Secured Obligations" means all of the agreements, covenants, conditions, warranties, representations and other obligations of Borrower, Mortgagor, Holdings, and certain Subsidiaries of Mortgagor owing to the Secured Parties, including, without limitation, (i) the obligation to repay the Indebtedness under the Credit Agreement, any other Credit Documents, the First Lien Intercreditor Agreement, the First Lien Credit Documents, the Pledge and

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Security Agreement, any of the Hedge Agreements or any of the Cash Management Agreements, including, without limitation, the "Obligations" as defined in the Credit Agreement, (ii) the full and prompt performance of any and all repayment, fee, and indemnification obligations with respect to any Letters of Credit, (iii) fees, costs, expenses, charges and indemnification obligations accrued, incurred or arising in connection with any Transaction Document, (iv) any and all future advances made pursuant to the terms of the Credit Agreement, (v) all "First Lien Obligations" under and as defined in the First Lien Intercreditor Agreement or the First Lien Credit Documents, and (vi) all of the present and future obligations of Borrower, Mortgagor, Holdings, and certain Subsidiaries of Mortgagor arising under the Hedge Agreements or any of the Cash Management Agreements, including, in the case of each of clauses (i) through (vi), reasonable attorneys fees and expenses and any interest, fees or expenses. The Credit Agreement contains revolving credit facilities that permit Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to a Lender under a Revolving Loan, all upon satisfaction of certain conditions stated in the Credit Agreement. This Mortgage also secures all Revolving Loans, all Swing Line Loans, and all other advances under the revolving credit features of the Credit Agreement.

"Secured Parties" means (i) the Arranger, Agents, Lenders, Swing Line Lenders, the Issuing Bank, the Lender Counterparties and the Cash Management Providers under the Credit Agreement and other Credit Documents, and shall include, without limitation, all former Arrangers, Agents, Lenders, Swing Line Lenders, Issuing Banks, Lender Counterparties and Cash Management Providers to the extent that any Secured Obligations owing to such Persons were incurred while such Persons were Arrangers, Agents, Lenders, Swing Line Lenders, Issuing Banks, Lender Counterparties and Cash Management Providers and such Secured Obligations have not been paid or satisfied in full, and (ii) the First Lien Secured Parties (as defined in the First Lien Intercreditor Agreement).

"UCC" means the Uniform Commercial Code of New York or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.2. Interpretation. References to "Sections" shall be to Sections of this Mortgage unless otherwise specifically provided. Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect. The rules of construction set forth in Section 1.3 and 1.4 of the Credit Agreement shall be applicable to this Mortgage mutatis mutandis. If any conflict or inconsistency exists between this Mortgage (exclusive of Section 9) and the Credit Agreement, the Credit Agreement shall govern. If any conflict or inconsistency exists between Section 9 of this Mortgage and the Credit Agreement, Section 9 of the Mortgage shall govern.

SECTION 2. GRANT

To secure the full and timely payment of the Indebtedness and the full and timely performance of the Secured Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and PLEDGES, to Mortgagee, and GRANTS A SECURITY INTEREST to Mortgagee in and to, the Mortgaged Property, subject, however, to the Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee for so long as any of the Secured Obligations remain outstanding.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1. Title. Mortgagor represents and warrants to Mortgagee that except for the Permitted Liens, (a) Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, and (b) this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

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3.2. First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Credit Documents and Transaction Documents to the extent related to the Mortgaged Property. If any lien or security interest other than a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms) and (b) pay the underlying claim in full or take such other action so as to cause it to be released.

3.3. Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Credit Documents and Transaction Documents and shall perform the Secured Obligations in full when they are required to be performed as required under the Credit Documents and Transaction Documents.

3.4. Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee or as permitted under the Credit Agreement, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Credit Documents and Transaction Documents, and free and clear of any other lien or security interest except Permitted Liens or as otherwise first approved in writing by Mortgagee.

3.5. Inspection. Subject to the terms of the Credit Agreement, Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee may reasonably require; provided, such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

3.6. Covenants Running with the Land. All Secured Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Credit Documents or Transaction Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee. In addition, all of the covenants of Mortgagor in any Credit Document or Transaction Document party thereto are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.

3.7. Condemnation Awards and Insurance Proceeds. 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 assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, subject to the terms of the Credit Agreement. 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, subject to the terms of the Credit Agreement.

3.8. Change in Tax Law. Upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Mortgagor to deduct from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Mortgagee or any of the Lenders to any tax or changing the basis of taxation of mortgages, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Mortgage, the Indebtedness or Mortgagee, and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Indebtedness, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Mortgagor shall, on demand, pay to Mortgagee and the Lenders additional amounts to compensate for such

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increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the Indebtedness wholly or partially usurious under applicable law, then Mortgagor shall pay or reimburse Mortgagee or the Lenders for payment of the lawful and non-usurious portion thereof.

3.9. Mortgage Tax. Mortgagor shall (i) pay when due any tax imposed upon it or upon Mortgagee or any Lender pursuant to the tax law of the state or any other governmental entity in which the Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage and any of the other Credit Documents or Transaction Documents, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

3.10. Reduction Of Secured Amount. In the event that the amount secured by the Mortgage is less than the Indebtedness, then the amount secured shall be reduced only by the last and final sums that Mortgagor or Borrower repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness unless arising from the Mortgaged Property. So long as the balance of the Indebtedness exceeds the amount secured, any payments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral located outside of the state in which the Mortgaged Property is located or as are unsecured.

3.11. Revolving Credit. This Mortgage secures the payment of future advances of revolving loans which may be made after the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time the advance is made. The total principal amount of the Loans secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed \$1,200,000,000.

SECTION 4. DEFAULT AND FORECLOSURE

4.1. Remedies. If an Event of Default has occurred and is continuing, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses: (a) declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable; (b) enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor; (c) hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions hereof; (d) institute judicial proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the Lenders or other Secured Parties may be a purchaser at such sale and if Mortgagee is the highest bidder, Mortgagee shall credit the portion of the purchase

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price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived; (e) make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions hereof; and/or (f) exercise all other rights, remedies and recourses granted under the Credit Documents or Transaction Documents or otherwise available at law or in equity.

4.2. Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4.3. Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Credit Documents and Transaction Documents, and all rights, remedies and recourses available at law or equity (including the UCC), which rights, remedies and recourses (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Credit Documents and Transaction Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or the Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or the Lenders or any other Secured Party in the enforcement of any rights, remedies or recourses under the Credit Documents, the Transaction Documents, Hedge Agreements, Cash Management Agreements or otherwise at law or equity shall be deemed to cure any Event of Default.

4.4. Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Credit Documents or Transaction Documents, or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

4.5. Waiver of Redemption, Reinstatement, Notice and Marshaling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption, reinstatement or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Credit Documents, the Transaction Documents, Hedge Agreements or Cash Management Agreements; and (c) any right to a marshaling of assets or a sale in inverse order of alienation.

4.6. Discontinuance of Proceedings. If Mortgagee, the Lenders or other Secured Parties shall have proceeded to invoke any right, remedy or recourse permitted under the Credit Documents, the Transaction Documents, Hedge Agreements or Cash Management Agreements and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or the Lenders or other Secured Parties shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee or the Lenders or other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Secured Obligations, the Credit Documents, the Transaction Documents, the Hedge Agreements, the Cash Management Agreements, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee or the Lenders or the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders or other Secured Parties

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thereafter to exercise any right, remedy or recourse under the Credit Documents, the Transaction Documents, Hedge Agreements or Cash Management Agreements for such Event of Default.

4.7. Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law: first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, (a) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (b) court costs, (c) reasonable attorneys' and accountants' fees and expenses, (d) costs of advertisement, and (e) the items described in Section 9.10 below; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations as set forth in the Credit Agreement and the First Lien Intercreditor Agreement for the ratable benefit of the Secured Parties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of Mortgagee or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

4.8. Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or, to the fullest extent permitted by law, without process of law.

4.9. Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee and each of the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor in accordance with the Credit Agreement. All sums advanced and expenses incurred at any time by Mortgagee or any Lender under this Section, or otherwise under this Mortgage or any of the other Credit Documents or Transaction Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred if not repaid within five (5) days after demand therefor, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Credit Documents and Transaction Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Credit Documents and Transaction Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee or the Lenders in respect thereof, by litigation or otherwise.

4.10. No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to Mortgagee or the Lenders or the other Secured Parties under the Credit Documents, Transaction Documents, Hedge Agreements and Cash Management Agreements, or at law or in equity shall cause Mortgagee or any Lender or other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender or other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

SECTION 5. ASSIGNMENT OF RENTS AND LEASES

5.1. Assignment. In furtherance of and in addition to the assignment made by Mortgagor herein, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers, conveys and pledges to Mortgagee, and grants to Mortgagee a security interest in and to, all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an

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absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

5.2. Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the fullest extent permitted by law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to the Permitted Liens and in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

5.3. Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

SECTION 6. SECURITY AGREEMENT

6.1. Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Secured Obligations subject to the Permitted Liens, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

6.2. Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's chief executive office is set forth in the first paragraph of this Mortgage.

6.3. Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. WM. WRIGLEY JR. COMPANY is the

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record owner of the Land upon which the Fixtures and certain Personalty are located. Mortgagor is the "Debtor" and Mortgagee is the "Secured Party." The mailing addresses of Mortgagor and Mortgagee are as set forth in the first paragraph of this Mortgage. The Debtor's Organizational ID Number is 0224524. This financing statement covers the Mortgaged Property and any proceeds or products of such Mortgaged Property. Other information concerning the security interest herein granted may be obtained at the addresses of debtor (Mortgagor) and secured party (Mortgagee) as set forth in the first paragraph of this Mortgage.

SECTION 7. ATTORNEY-IN-FACT

Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Fixtures, Personalty, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; provided, (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness provided that from the date incurred said advance is not repaid within five (5) days demand therefor; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

SECTION 8. MORTGAGEE AS AGENT

Mortgagee has been appointed to act as Mortgagee hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. Mortgagee shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Mortgaged Property), solely in accordance with this Mortgage, the Credit Agreement and the Transaction Documents; provided, Mortgagee shall exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of (a) Requisite Lenders or (b) after payment in full of all Secured Obligations (including any and all "First Lien Obligations" under and as defined in the First Lien Intercreditor Agreement) other than Hedging Obligations, Cash Management Obligations or contingent indemnification obligations, under the Credit Agreement and the other Credit Documents, the holders (the "**Majority Holders**") of a majority of the sum of (i) the aggregate "settlement amount" as defined in the Hedge Agreements (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements and (ii) the aggregate amount of Cash Management Obligations owed to Cash Management Providers under all Cash Management Agreements (Requisite Lenders or, if applicable, such Majority Holders being referred to herein as "**Requisite Obligees**"). In furtherance of the foregoing provisions of this Section, each Lender Counterparty and Cash Management Provider, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Mortgaged Property, it being understood and agreed by each such Lender Counterparty and Cash Management Provider that all rights and remedies hereunder may be exercised solely by Mortgagee for the benefit of Lenders and the other Secured Parties in accordance with the terms of this Section. Mortgagee shall at all times be the same

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Person that is Collateral Agent under the Credit Agreement and under the First Lien Intercreditor Agreement. Written notice of resignation by Collateral Agent pursuant to terms of the Credit Agreement and the First Lien Intercreditor Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage; removal of Collateral Agent pursuant to the terms of the Credit Agreement and the First Lien Intercreditor Agreement shall also constitute removal as Mortgagee under this Mortgage; and appointment of a successor Collateral Agent pursuant to the terms of the Credit Agreement and the First Lien Intercreditor Agreement shall also constitute appointment of a successor Mortgagee under this Mortgage. Upon the acceptance of any appointment as Collateral Agent under the terms of the Credit Agreement and the First Lien Intercreditor Agreement by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Mortgagee under this Mortgage, and the retiring or removed Mortgagee under this Mortgage shall promptly (i) transfer to such successor Mortgagee all sums, securities and other items of Mortgaged Property held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Mortgagee under this Mortgage, and (ii) execute and deliver to such successor Mortgagee such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Mortgagee of the security interests created hereunder, whereupon such retiring or removed Mortgagee shall be discharged from its duties and obligations under this Mortgage thereafter accruing. After any retiring or removed Collateral Agent's resignation or removal hereunder as Mortgagee, the provisions of this Mortgage shall continue to inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Mortgagee hereunder.

SECTION 9. LOCAL LAW PROVISIONS

9.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 9 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 9 shall control and be binding.

9.2 Illinois Mortgage Foreclosure Law

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq., herein called the "Act"), the provisions of the Act 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 Act. To the extent Mortgagee's rights hereunder are more limited than the rights statutorily mandated to inure to the benefit of Mortgagee pursuant to the Act, the Act shall control.

(b) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee upon the occurrence and during the continuation of an Event of Default to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Obligations.

(c) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act 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.

9.3 Maximum Amount Secured. This Mortgage secures the payment of the entire Indebtedness secured hereby and the Secured Obligations; provided, however that the total amount secured by this Mortgage shall not exceed ten billion and seven hundred million dollars (\$10,700,000,000).

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9.4 Waiver of Statutory Rights. Mortgagor hereby waives, to the fullest extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Mortgage pursuant to the Act and the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium under any state or federal law, on behalf of itself and all those taking by, through or under Mortgagor. Mortgagor acknowledges that the Mortgaged Property does not constitute "agricultural real estate," as such term is defined in Section 15-1201 of the Act or "residential real estate," as such term is defined in Section 15-1219 of the Act.

9.5 Collateral Protection Insurance. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless Mortgagor provides evidence of the insurance coverage required by Mortgagor's agreement with Mortgagee, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing evidence that Mortgagor has obtained insurance as required by the parties' agreement. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Obligations. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on Mortgagor's own.

9.6 Mortgagee in Possession. In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or, at its request, to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities and duties as provided for in Sections 15-1701, 15-1702 and 15-1703 of the Act.

9.7 Use of Proceeds. Mortgagor covenants and agrees that all of the proceeds of the Secured Obligations will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01, et seq., including Section 4(1)(c) thereof; and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(I) thereof.

9.8 Variable Rate, Additional Interest. This Mortgage secures the full and timely payment of the Secured Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Credit Documents.

9.9 Future Advances; Revolving Credit. Mortgagee is obligated under the terms of the Credit Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(1) of the Act. That portion of the Secured Obligations which comprises the principal amount then outstanding constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 204 ILCS 5/5(d). Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding under the Credit Documents at the time any advance is made. The lien of this Mortgage shall be valid as to all such Secured Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Secured Obligations may increase or decrease from time to

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time. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including any statutory liens except taxes and assessments levied on the Mortgaged Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby.

9.10 Protective Advances. All advances, disbursements and expenditures made by Mortgagee in accordance with the terms of this Mortgage, the Credit Agreement, the other Credit Documents and the Transaction Documents, either before and during a foreclosure of this Mortgage, and before and after judgment of foreclosure therein, and at any time prior to sale of the Mortgaged Property, and, where applicable, after sale of the Mortgaged Property, and during the pendency of any related proceedings, in addition to those otherwise authorized by the Act, shall have the benefit of all applicable provisions of the Act, including without limitation advances, disbursements and expenditures for the following purposes:

- (a) all advances by Mortgagee in accordance with the terms of the Mortgage, the Credit Agreement, the other Credit Documents and the Transaction Documents to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Section 15-1302(b)(5) of the Act;
- (b) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance, (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof, (iii) other obligations authorized by the Mortgage, or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;
- (c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;
- (d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of the Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;
- (e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 15-1508(b)(1) of the Act;
- (f) expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act;
- (g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Section 15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged

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Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if any portion of the credit facilities secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the Credit Documents; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force;

(h) all Protective Advances shall be additional Indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Credit Agreement; and

(i) 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 Section 5/15-1302(b)(5) of the Act.

SECTION 10. MISCELLANEOUS

Any notice required or permitted to be given under this Mortgage shall be given in accordance with Section 10.1 of the Credit Agreement and Section 7.01 of the First Lien Intercreditor Agreement. No failure or delay on the part of Mortgagee or any Lender in the exercise of any power, right or privilege hereunder or under any other Credit Document or Transaction Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Mortgage and the other Credit Documents or Transaction Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Except as permitted in the Credit Agreement and the First Lien Intercreditor Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder. Upon payment in full of the Indebtedness and performance in full of the Secured Obligations (subject to the Borrower's right pursuant to Section 9.8(d)(ii) of the Credit Agreement to request termination of the security interest upon payment in full of all of the Secured Obligations other than the Hedging Obligations, Cash Management Obligations or contingent indemnification obligations) under the Credit Agreement and the other Credit Documents, or upon prepayment of a portion of the Indebtedness equal to the Net Asset Sale Proceeds for the Mortgaged Property in connection with a permitted Asset Sale, subject to and in accordance with the terms and provisions of the Credit Agreement, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor or, at the request of Mortgagor, assign this Mortgage without recourse. This Mortgage and the other Credit Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW, SECTION 5-1401).

This Mortgage amends and restates in its entirety the Original Mortgage. This Agreement does not evidence a termination and re-granting of the property and security interests granted under the Original Mortgage and such property and security interests shall be continuing in all respects, as amended and restated hereby. The parties do not intend for this Mortgage to be a novation of the Original Mortgage, and this Mortgage shall not effect a novation of the Original Mortgage.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgments hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

WM. WRIGLEY JR. COMPANY

By: *EWOK*
Name: Ellen O. Kollar
Title: Senior Vice President, Secretary and General Counsel

ACKNOWLEDGMENT

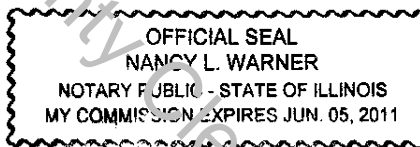
STATE OF Illinois)
) SS
COUNTY OF Will

The foregoing Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing was acknowledged before me on Sept 30, 2010, by Ellen O. Kollar, as Senior Vice President, Secretary and General Counsel of WM. WRIGLEY JR. COMPANY, a Delaware corporation, on behalf of said corporation.

Nancy L. Warner
Notary Public

State of Illinois

Serial Number (if any) - None -



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COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent and as Collateral Agent

By: [Signature]
Name: Brett Delfino
Title: Executive Director

By: [Signature]
Name: Ian Reece
Title: Managing Director

STATE OF New York)
COUNTY OF New York)

) SS

The foregoing Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing was acknowledged before me on 9/3/10, 2010, by Brett Delfino, as Executive Director of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, a coöperatie formed under the law of the Netherlands with its statutory seat in Amsterdam, or behalf of said entity.

[Signature]
Notary Public
State of NY

JOCELYNE LALLEMAND
Notary Public, State of New York
No. 01LA6165644
Qualified in Rockland County
Certificate Filed in New York County
My Commission Expires May 17, 2011

Serial Number (if any) _____

STATE OF New York)
COUNTY OF New York)

) SS

The foregoing Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing was acknowledged before me on 9/3/10, 2010, by Ian Reece, as Managing Director of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, a coöperatie formed under the law of the Netherlands with its statutory seat in Amsterdam, on behalf of said entity.

[Signature]
Notary Public
State of NY

JOCELYNE LALLEMAND
Notary Public, State of New York
No. 01LA6165644
Qualified in Rockland County
Certificate Filed in New York County
My Commission Expires May 17, 2011

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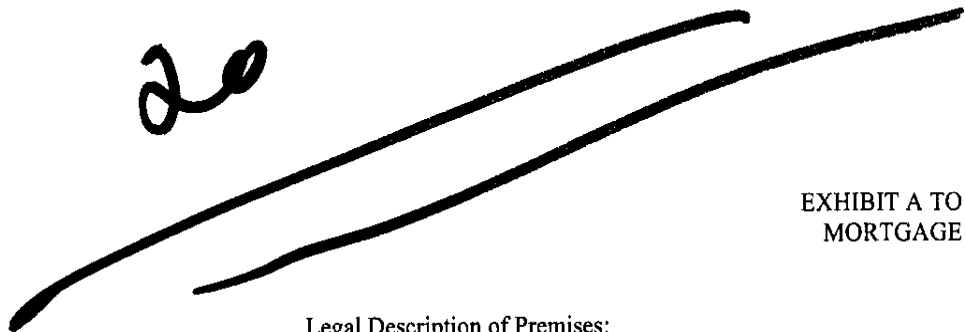


EXHIBIT A TO
MORTGAGE

Legal Description of Premises:

See Attached.



Property of Cook County Clerk's Office

Addresses: See Attached

Permanent Index Numbers: See Attached

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STREET ADDRESS: 40 E. HUBBARD STREET

CITY: CHICAGO COUNTY: COOK

TAX NUMBERS: 17-10-128-002-0000, 17-10-128-003-0000 and 17-10-128-005-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTHWEST 1/4 OF LOT 2 AND THE SOUTH 1/2 OF LOT 3 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF LOT 6 AND THE SOUTH 1/2 OF THE WEST 10.00 FEET OF LOT 5 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 1/2 OF LOT 4 AND THE EAST 40.00 FEET OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 410 N. RUSH STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-10-128-013-0000

LEGAL DESCRIPTION:

THE NORTH 1/2 OF LOTS 4, 5, AND 6 IN BLOCK 11 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 400-410 and 422 N. MICHIGAN
CITY: CHICAGO COUNTY: COOK
TAX NUMBERS: 17-10-133-001-0000 and 17-10-133-137-001-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 5 AND 6 IN BLOCK 6 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 3 AND 4 AND THE WEST 30.00 FEET OF LOT 2 IN BLOCK 6 (EXCEPT THAT PART OF THE WEST 30.00 FEET OF LOT 2 AFORESAID TAKEN IN CONDEMNATION BY THE CITY OF CHICAGO FOR STREET EXTENSION PURPOSES) IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART EAST OF THE EAST LINE OF RUSH STREET OF WATER LOT 17; WATER LOT 18 AND WATER LOTS 19 AND 20 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EXCEPT THAT PART OF SAID WATER LOTS 19 AND 20 INCLUDED IN THE FOLLOWING DESCRIPTION:

ALL THOSE PARTS OF WATER LOTS 19, 20 AND 21 IN KINZIE'S ADDITION TO CHICAGO BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAST NORTH WATER STREET, 41.84 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID WATER LOT 20; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF EAST NORTH WATER STREET TO THE NORTHEAST CORNER OF SAID WATER LOT 21; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID WATER LOT 21 TO THE PRESENT NORTHERLY LINE OF THE CHICAGO RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF CHICAGO RIVER TO THE WESTERLY LINE OF SAID WATER LOT 19; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SAID WATER LOT 19 TO A POINT 92.9 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID WATER LOT 19; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 437 N. RUSH STREET

CITY: CHICAGO COUNTY: COOK

TAX NUMBERS: 17-10-129-011-0000, 17-10-129-012-0000 and 17-10-129-013-0000

LEGAL DESCRIPTION:

LOT 7 IN BLOCK 10 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 53 E. ILLINOIS

CITY: CHICAGO

COUNTY: COOK

TAX NUMBERS: 17-10-128-004-0000, 17-10-128-006-0000, 17-10-128-007-0000, 17-10-128-008-0000, 17-10-128-009-0000, 17-10-128-010-0000 and 17-10-128-011-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHWEST 1/4 OF LOT 2 AND THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4 AND 5 IN COUNTY CLERKS DIVISION OF THE NORTH 1/2 OF LOT 1 AND THE NORTHEAST 1/4 OF LOT 2 IN BLOCK 11 IN KINZIE ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THE SOUTHEAST 1/4 OF LOT 2 AND THE SOUTH 1/2 OF LOT 1 IN BLOCK 11 IN KINZIE ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 1300 N. BRANCH STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-05-201-006-0000

LEGAL DESCRIPTION:

LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 51 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STREET ADDRESS: 1132 W. BLACKHAWK
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-05-200-008-0000
LEGAL DESCRIPTION:

PARCEL 1:

LOTS 4 TO 11 INCLUSIVE IN BLOCK 50 IN ELSTON ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A STRIP OF LAND LYING WESTERLY OF LOTS 6 TO 11 INCLUSIVE, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 11; THENCE WEST 24.6 FEET MORE OR LESS TO THE LINE OF DOCK AS IT EXISTED ON JANUARY 12, 1956, OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID DOCK TO THE INTERSECTION OF THE DOCK WITH THE WEST LINE OF LOT 6; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 6 TO 11 INCLUSIVE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A STRIP OF LAND LYING WEST OF LOTS 4 AND 5 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF LOT 4; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 4 AND 5 TO A POINT OF INTERSECTION WITH THE LINE OF THE DOCK AS IT EXISTED ON JANUARY 12, 1956 OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID DOCK TO A POINT 17 FEET MORE OR LESS WEST OF THE NORTH WEST CORNER OF LOT 4, MEASURED ON THE NORTH LINE OF LOT 4 EXTENDED WEST; THENCE EAST TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING LOTS 4 TO 11 INCLUSIVE IN BLOCK 50 IN ELSTON ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND A STRIP OF LAND LYING WESTERLY OF LOTS 4 TO 11 INCLUSIVE, AFORESAID, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 594.84 FEET TO A POINT ON A DOCK AS IT EXISTED ON JANUARY 12, 1956, BEING 24.6 FEET, MORE OR LESS, WEST OF THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG SAID DOCK AS IT EXISTING ON JANUARY 12, 1956, NORTH 17 DEGREES 06 MINUTES 41 SECONDS EAST, A DISTANCE OF 163.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS

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EAST, 62.11 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE OF 66.57 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 09 SECONDS EAST, A DISTANCE OF 67.37 FEET; THENCE NORTH 05 DEGREES 11 MINUTES 40 SECONDS EAST, A DISTANCE OF 68.29 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 34 SECONDS EAST, A DISTANCE OF 77.51 FEET; THENCE SOUTH 58 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 9.06 FEET; THENCE NORTH 31 DEGREES 13 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.89 FEET; THENCE NORTH 31 DEGREES 56 MINUTES 23 SECONDS EAST, A DISTANCE OF 82.02 FEET TO A POINT 17 FEET, MORE OR LESS, WEST OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 427.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH CHERRY AVENUE (66 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 634.20 FEET TO THE POINT OF BEGINNING, CONTAINING 323,028 SQUARE FEET, OR 7.42 ACRES, MORE OR LESS.

UNOFFICIAL COPY**STREET ADDRESS: 35TH STREET and ASHLAND****CITY: CHICAGO COUNTY: COOK**

TAX NUMBERS: 17-31-407-029 and 17-31-407-041; 17-31-415-026, 17-31-415-032, 17-31-415-033, 17-31-415-034, 17-31-415-037, 17-31-415-038, 17-31-415-039, 17-31-415-040, 17-31-415-041, 17-31-415-042, 17-31-415-043, 17-31-415-044, 17-31-415-045, 17-31-415-046 and 17-31-415-047; 17-32-300-001, 17-32-300-002, 17-32-300-006, 17-32-300-007, 17-32-300-008, 17-32-300-009, 17-32-300-010, 17-32-300-011, 17-32-300-013, 17-32-300-014, 17-32-300-015, 17-32-300-017, 17-32-300-021, 17-32-300-022, 17-32-300-133, 17-32-300-134, 17-32-300-145, 17-32-300-148, 17-32-300-151, 17-32-300-154, 17-32-300-165, 17-32-300-167, 17-32-300-171, 17-32-300-176, 17-32-300-177 and 17-32-300-178

LEGAL DESCRIPTION:**PARCEL 1:**

THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 33 FEET AND EXCEPT THE WEST 33 FEET THEREOF, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT "A" IN THE SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE INDIANA STATE LINE RAILWAY COMPANY; ALSO, THE WEST 23 FEET OF VACATED PART OF IRON STREET LYING EAST OF AND ADJOINING SAID LOT "A" IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 500 FEET OF THE WEST 533 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 168 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2, 353.00 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID;

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THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SECTION 32, AFORESAID,
 FOR A DISTANCE OF 33.00 FEET;
 THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2, 180.0 FEET;
 THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTION 32, AFORESAID, FOR A
 DISTANCE OF 165.56 FEET TO ITS INTERSECTION WITH A CURVE, CONVEX
 SOUTHEASTERLY, HAVING A RADIUS OF 300.05 FEET;
 THENCE NORTHEASTERLY ON SAID CURVE FOR AN ARC DISTANCE OF 34.16 FEET,
 SAID CURVE BEING 10.0 FEET FROM AND CONCENTRIC TO THE CENTERLINE OF
 AN EXISTING TRACK;
 THENCE NORTH 30 DEGREES 15 MINUTES 40 SECONDS EAST PARALLEL TO SAID
 TRACK, FOR A DISTANCE OF 43.67 FEET TO ITS INTERSECTION WITH A CURVE,
 CONVEX NORTHWESTERLY, HAVING A RADIUS OF 231.59 FEET;

 THENCE NORTHEASTERLY ON SAID CURVE, BEING 10.0 FEET FROM AND
 CONCENTRIC TO AN EXISTING TRACK, FOR AN ARC DISTANCE OF 147.25 FEET TO
 ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 33.0 FEET OF THE
 SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, AFORESAID
 AT A POINT 679.15 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID;
 THENCE NORTH 33.00 FEET;
 THENCE WEST 326.15 FEET TO THE POINT OF BEGINNING,
 (EXCEPTING THEREFROM THAT PART FALLING IN THE WEST 533 FEET OF SAID
 SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32)
 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
 MERIDIAN DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 846
 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET SOUTH
 OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE
 SOUTHWEST 1/4 OF SECTION 32:
 THENCE WEST ON THE LAST DESCRIBED LINE 105 FEET;
 THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST WITH A
 RADIUS OF 200 FEET, A DISTANCE OF 164.67 FEET TO ITS INTERSECTION WITH A
 LINE PARALLEL TO AND 606 FEET EAST OF THE WEST LINE OF SECTION 32;
 THENCE SOUTH ON THE LAST DESCRIBED LINE 138.25 FEET TO ITS INTERSECTION
 WITH A LINE PARALLEL TO AND 408 FEET NORTH OF THE SOUTH LINE OF SAID
 NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32;
 THENCE EAST ON THE LAST DESCRIBED LINE 61 FEET;
 THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE NORTHWEST WITH A
 RADIUS OF 330 FEET A DISTANCE OF 294.5 FEET TO ITS INTERSECTION WITH A
 LINE PARALLEL TO AND 846.0 FEET EAST OF THE WEST LINE OF SAID SECTION 32;
 THENCE NORTH ON THE LAST DESCRIBED LINE 2.83 FEET TO THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 37TH STREET (A 66 FOOT PRIVATE STREET), SAID NORTH LINE BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, WITH A LINE DRAWN PARALLEL WITH AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32;

THENCE EASTERLY ON SAID NORTH LINE OF WEST 37TH STREET A DISTANCE OF 30 FEET TO A POINT 606 FEET EAST OF THE WEST LINE OF SAID SECTION 32;

THENCE NORTHERLY ON A STRAIGHT LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 513.25 FEET TO A POINT, SAID POINT BEING 546.25 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 606 FEET EAST OF THE WEST LINE OF SAID SECTION 32;

THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF 200 FEET, TO A POINT 476.25 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32;

THENCE SOUTHERLY ON A STRAIGHT LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 443.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF ASHLAND AVENUE AND THE NORTH LINE OF 37TH STREET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 427.79 FEET; THENCE NORTHEASTERLY ALONG AN ARC BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 257.33 FEET AND A CHORD BEARING OF NORTH 35 DEGREES 28 MINUTES 22 SECONDS EAST, AN ARC DISTANCE OF 216.56 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE 86 FEET; THENCE SOUTHWESTERLY ALONG AN ARC BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.00 FEET, AND A CHORD BEARING OF SOUTH 46 DEGREES 27 MINUTES 40 SECONDS WEST, AN ARC DISTANCE OF 242.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 442.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 43.00 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART WHICH FALLS IN PARCEL 4) IN COOK COUNTY, ILLINOIS.

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PARCEL 8:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH IRON STREET (A PRIVATE STREET 50 FEET WIDE) AND THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32;

THENCE WEST ON SAID NORTH LINE 137.0 FEET;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SOUTH IRON STREET 11.38 FEET TO A LINE 10 FEET FROM THE CENTER LINE OF A SWITCH TRACK, MEASURED RADially;

THENCE SOUTH EASTERLY ON A CURVE, HAVING A RADIUS OF 213.0 FEET, CONVEX NORTHEASTERLY, FOR AN ARC DISTANCE OF 153.12 FEET TO A POINT ON THE WEST LINE OF SOUTH IRON STREET AFORESAID AND 10 FEET FROM THE CENTER LINE OF A SWITCH TRACK, MEASURED RADially;

THENCE NORTH ON THE WEST LINE OF SAID SOUTH IRON STREET FOR A DISTANCE OF 75.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9A: (PARKING LOT AND 1 STORY BRICK GARAGE)

LOTS 11 THROUGH 19 IN BLOCK 1 OF T.M. JORDAN'S SUBDIVISION OF BLOCK 21 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1871 AS DOCUMENT 54378, (EXCEPTING FROM SAID LOTS THAT PART OF SAID LOTS LYING EAST OF LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING AS ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 9B: (PARKING LOT)

LOTS 29 THROUGH 39, BOTH INCLUSIVE, LOTS 42 THROUGH 44, BOTH INCLUSIVE, AND LOT 50 IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1880 AS DOCUMENT 300922 (EXCEPTING FROM SAID LOTS THAT PART OF SAID LOTS LYING EAST OF LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING OF ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 10:

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THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33 FEET SOUTH OF NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND 846 FEET EAST OF THE WEST LINE, OF SECTION 32 AFORESAID;

THENCE SOUTH 2.83 FEET;

THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 330 FEET A DISTANCE OF 294.5 FEET TO ITS INTERSECTION WITH A LINE 667 FEET EAST OF SAID WEST LINE AND WITH A LINE 408 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32;

THENCE EAST, ALONG SAID LINE 408 FEET NORTH OF SAID SOUTH LINE, 59 FEET TO A LINE 726 FEET EAST OF THE WEST LINE OF SAID SECTION 32;

THENCE NORTH, ALONG SAID LINE 726 FEET EAST OF THE WEST LINE, 28.5 FEET;

THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 189.68 FEET TO ITS INTERSECTION WITH A LINE 886 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND A LINE 40 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32;

THENCE NORTHEASTERLY, ON A STRAIGHT LINE, 42.58 FEET TO A LINE 33 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32;

THENCE WEST ALONG SAID LINE 33 FEET SOUTH OF SAID NORTH LINE, TO THE POINT OF BEGINNING,
IN COOK COUNTY, ILLINOIS.

SAID PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

TRACT 1:

THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 33 FEET AND EXCEPT THE WEST 33 FEET THEREOF, IN COOK COUNTY, ILLINOIS, AND

LOT "A" IN THE SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE INDIANA STATE LINE RAILWAY COMPANY; ALSO, THE WEST 23 FEET OF VACATED PART OF IRON STREET LYING EAST OF AND ADJOINING SAID LOT "A" IN COOK COUNTY, ILLINOIS, AND

THE EAST 500 FEET OF THE WEST 533 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 168 FEET THEREOF) IN COOK COUNTY, ILLINOIS, AND

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THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART FALLING IN THE WEST 533 FEET OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32) IN COOK COUNTY, ILLINOIS, AND

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33' EAST OF AND 33' SOUTH OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4 OF SAID SECTION 32; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1652.42 FEET; THENCE SOUTH 01 DEGREE 14 MINUTES 12 SECONDS WEST, A DISTANCE OF 707.97 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 212.00 FEET AND A CHORD BEARING OF NORTH 64 DEGREES 46 MINUTES 49 SECONDS WEST; THENCE NORTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 153.19 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 11.38 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION THEREOF, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 854.72 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 249.11 FEET; THENCE SOUTH 80 DEGREES 35 MINUTES 37 SECONDS WEST, A DISTANCE OF 42.83 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 189.68 FEET AND A CHORD BEARING OF SOUTH 40 DEGREES 17 MINUTES 04 SECONDS WEST; THENCE SOUTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 269.03 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 28.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 375.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 37TH STREET (66 FEET

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WIDE); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 135.05 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 500.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ASHLAND AVENUE (100 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 04 MINUTES 53 SECONDS WEST, A DISTANCE OF 1291.51 FEET TO THE POINT OF BEGINNING, CONTAINING 1,377,698 SQUARE FEET, OR 31.63 ACRES, MORE OR LESS.

TRACT 2.

A TRACT OF LAND BEING LOTS 11 THOROUGH 19, INCLUSIVE, OF BLOCK 1 OF T.M. JORDAN'S SUBDIVISION OF BLOCK 21 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID LOTS THAT PART LYING EAST OF A LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING OF ASHLAND AVENUE, ALL IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 11, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.55 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHLAND AVENUE (100 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY, SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 225.00 FEET TO A POINT OF THE SOUTH LINE OF SAID LOT 19; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 19, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE ALONG THE WESTERLY LINE OF SAID LOT 19 AND ITS NORTHERLY EXTENSION THEREOF, NORTH 00 DEGREES 04 MINUTES 53 SECONDS WEST, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,599 SQUARE FEET, OR 0.47 ACRES, MORE OR LESS.

TRACT 3:

A TRACT OF LAND BEING LOT 50 IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON SEPTEMBER 5, 1871 AS DOCUMENT 5473, EXCEPTING FROM SAID LOT THAT PART LYING EAST OF A LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING OF ASHLAND AVENUE, ALL IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 50; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 50, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.55 FEET A POINT ON THE EASTERLY RIGHT OF WAY LINE

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OF ASHLAND AVENUE (100 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 24.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 50; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 50; THENCE ALONG THE WESTERLY LINE OF SAID LOT 50, NORTH 00 DEGREES 04 MINUTES 53 SECONDS WEST, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,197 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS.

TRACT 4:

A TRACT OF LAND BEING LOT 42, 43, AND 44 IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON SEPTEMBER 5, 1871 AS DOCUMENT 5473, EXCEPTING FROM SAID LOT THAT PART LYING EAST OF A LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING OF ASHLAND AVENUE, ALL IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 44; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 44, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.55 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHLAND AVENUE (100 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 42; THENCE ALONG THE WESTERLY LINE OF SAID LOT 42 AND ITS NORTHERLY EXTENSION THEREOF, NORTH 00 DEGREES 04 MINUTES 53 SECONDS WEST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,592 SQUARE FEET, OR 0.15 ACRES, MORE OR LESS.

TRACT 5:

A TRACT OF LAND BEING LOT 29 THROUGH 39, INCLUSIVE, IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON SEPTEMBER 5, 1871 AS DOCUMENT 5473, EXCEPTING FROM SAID LOT THAT PART LYING EAST OF A LINE 67 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 31 TAKEN FOR WIDENING OF ASHLAND AVENUE, ALL IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 39; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 39, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.55 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHLAND AVENUE (100 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 29; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29; THENCE ALONG THE WESTERLY LINE OF SAID LOT 29 AND ITS NORTHERLY EXTENSION THEREOF, NORTH 00 DEGREES 04 MINUTES 53 SECONDS WEST, A DISTANCE OF 264.00 FEET TO THE POINT OF BEGINNING, CONTAINING 24,169 SQUARE FEET, OR 0.55 ACRES, MORE OR LESS.