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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1104522132 Fee: \$164.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/14/2011 03:23 PM Pg: 1 of 65

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 10-29-402-032-0000

**Address:**

**Street:** 11601 S. Central

**Street line 2:**

**City:** Alsip

**State:** IL

**ZIP Code:** 60803

**Lender:** CJF2 LLC

**Borrower:** ING USA Annuity and Life Insurance Company

**Loan / Mortgage Amount:** \$77,855,500.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 67DF3A1F-7658-49C5-B6AC-1DD149D90722

**Execution date:** 02/03/2011

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Instrument Prepared By

John R. Parks, Esq.  
Bryan Cave LLP  
One Atlantic Center  
14<sup>th</sup> Floor  
1201 West Peachtree Street, NW  
Atlanta, Georgia 30309

When Recorded Return To:  
Chicago Title Insurance Company  
171 North Clark Street  
Chicago, Illinois 60601-3294  
Attention: Mr. Gerald Castle

**MORTGAGE SECURITY AGREEMENT, FINANCING  
STATEMENT AND FIXTURE FILING**  
(ILLINOIS)

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING ("**Mortgage**") is made as of February 3<sup>rd</sup>, 2011, by **CJF2 LLC**, a Delaware limited liability company ("**Mortgagor**"), with the mailing address of c/o Mirvac Funds Management Limited, 2142 W. Potomac, Chicago, Illinois 60622 for the benefit of **ING USA ANNUITY AND LIFE INSURANCE COMPANY**, an Iowa corporation ("**Mortgagee**") with the mailing address of c/o ING Investment Management LLC, 6730 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

**WITNESSETH:**

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Promissory Note dated on or about this same date in the principal amount of SEVENTY-SEVEN MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$77,855,500.00) (which Promissory Note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, is hereinafter sometimes referred to as the "**Note**"), which Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be due on or before March 1, 2041, the Note by this reference thereto being incorporated herein; and

WHEREAS, Mortgagee is desirous of securing the prompt payment of the Note together with interest, charges and prepayment fees, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to the Note or this Mortgage and any

6 Castle, A/H, 21022545 ①

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additional sums with interest thereon which may be loaned to Mortgagor by Mortgagee or advanced under the Loan Documents (as hereinafter defined) (all hereinafter sometimes collectively referred to as the *"Indebtedness"*).

NOW, THEREFORE, Mortgagor, to secure payment of the Indebtedness and the performance of the covenants and agreements herein contained to be performed by Mortgagor, for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound, hereby agrees and covenants as follows:

1. **Granting Clauses.** Mortgagor hereby irrevocably and absolutely does by these presents GRANT AND CONVEY, MORTGAGE AND WARRANT, SET OVER, TRANSFER, ASSIGN, BARGAIN AND SELL to Mortgagee, its successors and assigns, with all statutory rights under the laws of the State of Illinois, and grants to Mortgagee a security interest in, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under the following, if any (collectively referred to herein as the *"Premises"*):

(a) That certain real property situated in Cook, DuPage, Lake and Stephenson Counties, Illinois, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the *"Land"*), together with all buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures thereto (collectively, the *"Improvements"*);

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges attached or belonging to the Land or Improvements or in any wise appertaining thereto, whether now or in the future, and all the rents, issues and profits from the Land or Improvements;

(c) The land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the Land;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures, fittings, appliances, furniture and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land or Improvements, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, electrical, fuel, garbage, sanitary drainage, removal of dust, refuse or garbage, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Land or Improvements or in warehouses and intended to be used in connection with or incorporated into the Land or

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Improvements or for the pursuit of any other activity in which Mortgagor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, software, books, supplies, kitchen equipment, motor vehicles, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, fittings, appliances, furniture, building materials, and property are a part of the Improvements and are declared to be a portion of the security for the Indebtedness (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Land or Improvements;

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (1) the exercise of the right of eminent domain or action in lieu thereof; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagor or Mortgagee, and of the reasonable counsel fees, reasonable out-of-pocket costs and disbursements incurred by Mortgagor or Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver from time to time, such further instruments as may be reasonably requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment;

(f) Any and all accounts receivable and any right of Mortgagor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Land or Improvements, now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom;

(g) Any and all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates issued to or received by Mortgagor concerning the ownership, use and operation of the Land or Improvements by Mortgagor;

(h) All monies on deposit for the payment of real estate taxes or special assessments against the Land or Improvements or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral (as hereinafter defined) or the Land or Improvements; all proceeds paid for damage done to the Collateral or the Land or Improvements; all proceeds of any award or claim for damages for any of the Collateral or the Land or Improvements taken or

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damaged under the power of eminent domain or by condemnation; and all tenants' or security deposits held by Mortgagor in respect of the Land or Improvements;

(i) Any and all leases, occupancy agreements, and tenancies affecting the Land or Improvements (but expressly excluding therefrom Mortgagor's interest as ground lessee in that certain premises leased by Mortgagor at 1710 Sherwin Avenue, Des Plaines, Illinois pursuant to that certain ground lease dated April 10, 2003 with Lawson Products, Inc. as ground lessor (the "**Lawson Products Lease**")) and any and all names under or by which the Land or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Land or Improvements; provided however, the provisions of this **Paragraph 1(i)** shall be deemed to include an assignment of Mortgagor's interest in the Lawson Products Lease and to the extent such interest may be in the future (if at all) become assignable to Lender as Collateral for the Loan (the term "**Collateral**" being defined in the Loan Agreement (as defined hereinbelow) and the term "**Loan**" being defined herein below) and if requested by Mortgagee, to evidence such assignment, Mortgagor shall execute and deliver to Mortgagee written confirmation or documentation in form reasonably acceptable to Mortgagor and Mortgagee to confirm such assignment, as and to the extent the Lawson Products Lease is then so assignable.

(j) Any and all shares of stock, membership or partnership interest or other evidence of ownership of any part of the Land or Improvements that is owned by Mortgagor in common with others, including all water stock relating to the Land or Improvements, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land or Improvements and any management agreements;

(k) Any and all plans and specifications prepared for construction of improvements on the Land or Improvements held by Mortgagor and all studies, data and drawings related thereto; and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Land or Improvements;

(l) Any and all of Mortgagor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts made pursuant to any loan documents made between Mortgagor and Mortgagee with respect to the Land or Improvements, together with all income, profits, benefits and advantages arising therefrom;

(m) Any and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the Illinois Uniform Commercial Code ("**UCC**")) now owned or hereafter acquired by Mortgagor and located on and used in the operation of the Land or Improvements;

(n) All of Mortgagor's right, title and interest in and to deposit accounts and letter of credit rights (as defined in the UCC);

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(o) Any and all substitutions, accessions, additions and replacements to any of the foregoing; and

(p) Any and all products and proceeds of any of the foregoing, or with respect to the Land or Improvements, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Land or Improvements, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired by Mortgagor with the proceeds of any of the foregoing or proceeds thereof. For purposes of this Mortgage, the term “*proceeds*” means whatever is received when any of the foregoing or the proceeds thereof (including, without limitation, cash proceeds) is sold, exchanged or otherwise disposed of (including involuntary dispositions or destruction and claims for damages thereto), including without limitation cash proceeds, insurance proceeds, condemnation proceeds, and any other rights or property arising under or receivable upon any such disposition.

The parties intend the definition of Premises to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Premises, the doubt should be resolved in favor of inclusion.

TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all income, rents, royalties, revenues, issues, profits and proceeds therefrom, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed.

THIS MORTGAGE IS GIVEN TO SECURE: Payment of the Indebtedness; payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee pursuant to the Note or Mortgage or otherwise advanced under the Loan Documents, including without limitation advances made by Mortgagee to protect the Premises or the lien and interest of this Mortgage or to pay taxes, assessments, insurance premiums, and all other amounts that Mortgagor has agreed to pay pursuant to the provisions hereof or that Mortgagee has incurred by reason of the occurrence of an Event of Default (as hereinafter defined), including without limitation, advances made to enable the completion of the Improvements or any restoration thereof, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note; and the due, prompt and complete performance of each and every covenant, condition and agreement contained in this Mortgage, the Note, the Loan Agreement dated of even date herewith between Mortgagor and Mortgagee (the “*Loan Agreement*”) and every other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the Indebtedness evidenced by the Note (this Mortgage, the Note, the Loan Agreement and any guaranty of the Indebtedness in favor of Mortgagee, if any, and all such other agreements, documents and instruments, but excluding the certain Environmental Indemnification Agreement executed by Mortgagor and Mirvac Chicago Industrial LLC, (the “*Environmental Indemnification Agreement*”) are hereinafter sometimes collectively referred to as the “*Loan*

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*Documents*”). Mortgagor hereby warrants that Mortgagor has good and marketable title to the Premises, is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever; and that the Premises are unencumbered except as set forth on Mortgagee’s title insurance policy dated on or about even date herewith regarding the Premises.

PROVIDED ALWAYS, that if Mortgagor shall pay and perform to Mortgagee the Indebtedness at all times and in the manner stipulated herein and in the Loan Agreement and the Note, including any renewals, extensions, modifications or amendments thereof, this Mortgage shall cease and be void, and shall be of no further force and effect.

Anything herein to the contrary notwithstanding, the maximum amount of the Indebtedness secured by this Mortgage shall not exceed an amount equal to \$85,000,000.00.

2. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.** Mortgagor shall (unless otherwise required by the terms of any Lease to be performed by the tenant thereunder in which case Mortgagor shall cause such tenant to), and subject to the availability and release of all insurance proceeds (after deducting any reasonable out-of-pocket costs or expenses incurred by Mortgagee in collecting such proceeds) from Mortgagee regardless of whether such proceeds are sufficient: (a) promptly repair, restore or rebuild (or cause the repair, restoration or rebuilding) any Improvements now or hereafter on the Premises which may become damaged or be destroyed, such Improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep the Premises in as good condition and repair as same exists as of the date hereof, ordinary wear and tear excepted, without waste, and free from mechanics’ liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due or within any applicable grace period any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence to Mortgagee of the discharge of such lien; (d) complete within a reasonable time any Improvements now or at any time in process of erection upon the Land; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and laws relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Premises and the use thereof, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises which would reduce the value of the Premises or would have a Material Adverse Effect (as defined in the Loan Agreement); (g) suffer or permit no material adverse change in the general nature of the use of the Premises, without Mortgagee’s written consent, which consent shall not be unreasonably withheld; (h) initiate or acquiesce in no zoning reclassification or variance with respect to the Premises without Mortgagee’s written consent, which consent shall not be unreasonably withheld; and (i) pay each item of Indebtedness when due according to the terms hereof or of the Note.

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3. **Payment of Taxes.** Mortgagor shall pay or cause to be paid before any delinquency or any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

4. **Tax Deposits.** Mortgagor covenants and agrees to deposit with such depository as the Mortgagee from time to time may in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349, Attention: Mortgage Loan Servicing Department, commencing on the date of disbursement of the loan secured hereby (the "*Loan*") and on the first day of each month following the month in which said disbursement occurred until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of the last total annual taxes and assessments for the last ascertainable year (if the current year's taxes and assessments are not yet ascertainable) (general and special) on the Premises (unless said taxes are based upon assessments which exclude the Improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held without any allowance of interest (unless local law requires otherwise) and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. Upon reasonable demand by such depository, Mortgagor shall deliver and pay over to such depository from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable such depository to fully pay any of the items hereinabove mentioned as they become payable. If the funds so deposited exceed the amount required to pay such items hereinabove mentioned for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee or such depository.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other property not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this **Paragraph 4** shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

5. **Mortgagee's Interest In and Use of Deposits.** Upon the occurrence of an Event of Default which is continuing hereunder, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to **Paragraphs 4** and **7** hereof, on any of Mortgagor's obligations herein or in the Note or any of the Loan Documents contained, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor. A security interest within the meaning of the UCC is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to **Paragraphs 4** and **7** hereof and such monies and all of Mortgagor's right, title and interest



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therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness and shall in the absence of the occurrence of an Event of Default be applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments and insurance premiums any amount so deposited (except as hereinafter provided). Neither Mortgagee nor any depository hereunder shall be liable for any act or omission taken in good faith, but only for its willful misconduct or gross negligence.

## 6. Insurance.

(a) Until the Indebtedness is fully paid, the Improvements and any personal property and easily removable real estate items and fixtures, equipment and property therein contained or installed included as security in the Loan Documents shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be reasonably required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee which approval shall not be unreasonably withheld so long as a A.M. Best Company's Key Rating Guide Class rating of at least A-/X is maintained and the policy otherwise conforms to the terms hereof. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee loss payable clauses to Mortgagee, shall not contain a co-insurance clause or other clause limiting the amount of coverage under any conditions, and shall provide for at least thirty (30) days written notice to Mortgagee prior to any modification, termination, cancellation or non-renewal, as well as a waiver of subrogation endorsement, all as required by Mortgagee, in form and content reasonably acceptable to Mortgagee. All policies of insurance shall be reasonably satisfactory to Mortgagee in all respects. All policies (or certified copies thereof) and original ACORD 27 and ACORD 25 (as to liability only) Certificates shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of existing policies and shall be held by ING Investment Management LLC having an address at 5780 Powers Ferry Road, N.W., Suite 300, Atlanta, Georgia 30327-4349 (or such other entity as designated by Mortgagee) until all sums hereby secured are fully paid. Upon request by Mortgagee, Mortgagor shall furnish Mortgagee evidence of the replacement cost of the Improvements. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the Indebtedness, complete title to all policies, other than liability insurance policies, held by Mortgagee and all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

(b) Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises which shall include: (i) all risk coverage insurance (including vandalism and malicious mischief) for an amount equal to one hundred percent (100%) of the full replacement cost of the Improvements, written on a replacement cost basis and with a replacement cost endorsement (without depreciation), an increased cost of construction endorsement, and an agreed amount endorsement pertaining to the co-insurance clause, and containing a mortgagee clause in Mortgagee's favor; and if at any time

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a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser reasonably acceptable to Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier; (ii) business interruption or rent loss insurance insuring against actual loss arising out of the perils insured against in the policy or policies referred to in clause (i) above, in an amount equal to not less than gross revenue from the Premises for twelve (12) months from the operation and rental of all Improvements now or hereafter forming part of the Premises, less any allocable charges and expenses which do not continue during the period of restoration and naming Mortgagee in a standard mortgagee loss payable clause thereunder; (iii) commercial general liability insurance with a broad form coverage endorsement for an amount as required from time to time by the Mortgagee but not less than an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00) with a single occurrence limit of not less than Three Million and No/100 Dollars (\$3,000,000.00) for claims arising from any one (1) accident or occurrence in or upon the Premises and naming Mortgagee as an additional insured thereunder; (iv) flood insurance (if in a flood hazard zone); (v) earthquake insurance (if in an earthquake zone), (vi) insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the Improvements, in an amount satisfactory to Mortgagee, such policies also to insure against physical damage to such buildings and improvements arising out of perils covered thereunder; and (vii) such other insurance that may be reasonably required from time to time by Mortgagee. All such insurance for the Premises may be provided by tenants of Mortgagee, so long as it meets the aforesaid requirements.

(c) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

7. **Insurance Premium Deposits.** It is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums as the same become due on the policies of insurance as herein covenanted to be furnished by the Mortgagor, Mortgagor shall deposit with Mortgagee or the depository referred to in **Paragraph 4** hereof on the date of disbursement of the proceeds of the Loan and on the first day of each month following the month in which said disbursement occurred, an amount equal to the annual premiums that will next become due and payable on such policies less any amount then on deposit with the Mortgagee or such depository, divided by the number of months to elapse thirty (30) days prior to the date when such premiums become delinquent. No interest shall be allowed to Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of Mortgagee or such depository.

8. **Adjustment of Losses with Insurer and Application of Proceeds of Insurance.**

(a) In case of loss or damage by fire or other casualty, Mortgagor shall immediately give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence.

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(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default shall have occurred and be continuing hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per claim, and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per claim, are payable or if an Event of Default shall have occurred and be continuing hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any reasonable out-of-pocket expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) INTENTIONALLY OMITTED, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Premises to the condition in which they existed prior to the damage or loss and otherwise in compliance with the terms of this Mortgage, (iii) Mortgagee determines in its reasonable discretion that income from the Premises shall not be materially and adversely affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date or any Call Date, as those terms are defined in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all reasonable out-of-pocket costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per claim, then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Premises shall, at the option of the Mortgagee, be applied on account of the Indebtedness, without prepayment penalty or other penalty, or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee.

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(c) In the event proceeds of insurance are not made available to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the reasonable out-of-pocket costs of any collection, adjustment and compromise, shall apply such insurance proceeds in accordance with terms of the Note upon the Indebtedness, without prepayment penalty or other penalty, provided that any amount so applied by Mortgagee in reduction of the outstanding principal balance of the Note shall be credited to installments of principal in the inverse order of their maturity but no such application shall delay or postpone any installment payment of principal and interest under the Note.

9. **Stamp Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured and this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee reasonably expends by reason of the imposition of any tax on the issuance of the Note secured hereby and this Mortgage.

10. **Observance of Lease Assignment.**

(a) As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as landlord, has assigned to Mortgagee, by those certain Assignments of Rents and Leases each dated on or about this same date (collectively the "***Assignment of Rents***"), all of Mortgagor's right, title and interest as landlord in and to all leases or other rights of use and or occupancy of any part of the Premises, both present and future (hereinafter collectively referred to as the "***Leases***") and all of the rents, issues and profits from the Leases or guaranties thereof (hereinafter collectively referred to as the "***Rents***").

(b) All Leases entered into after the date hereof (i) shall be bona fide arms-length transactions with a third party, (ii) except for any leases that are gross or modified gross leases entered into in the ordinary course of Mortgagor's business, shall provide that the tenant pay a pro rata share (based on square footage of space) of, or increases in, taxes, insurance or other operating expenses, and (iii) shall be on a form approved by Mortgagee (which approval has not been previously revoked by Mortgagee as hereinafter provided). Mortgagee will, at the request of Mortgagor, approve a form of lease satisfactory to Mortgagee, but Mortgagee shall have the right subsequently to revoke such approval upon thirty (30) days prior written notice to Mortgagor of its election to do so. In the event of any such revocation or approval, Mortgagor shall not enter into any Lease without the prior written approval of Mortgagee unless Mortgagee has approved a revised form of lease satisfactory to it in its reasonable discretion. If Mortgagor submits to Mortgagee a proposed Lease for which Mortgagor's consent is required hereunder, Mortgagee shall advise Mortgagor whether such Lease has been approved or disapproved as soon as reasonably practical but in no event later than five (5) days after receipt thereof.

(c) All Leases entered into prior to the date hereof that are by their terms automatically subordinate to this Mortgage may be altered, modified, amended, terminated,

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cancelled, extended, renewed or surrendered without the approval of Mortgagee and Mortgagor may waive any term or condition thereunder and consent to any assignment or subletting by the lessee thereunder without the approval of Mortgagee. All (i) Leases entered into prior to the date hereof which are not by their terms automatically subordinate to this Mortgage and (ii) all Leases for which Mortgagee executes a subordination, non-disturbance and attornment agreement, shall not be altered, modified, amended, terminated (unless the tenant thereunder is in default under such Lease or unless the tenant thereunder exercises an early termination right set forth in such Lease), cancelled (unless the tenant thereunder is in default under such Lease), extended (other than an extension right set forth in such Lease), renewed (other than a renewal right set forth in such Lease) or surrendered (unless the tenant thereunder is in default under such Lease), nor any material terms and conditions thereof waived in any manner which would have a Material Adverse Effect (as defined in the Loan Agreement), nor shall Mortgagor consent to any assignment or subletting by any lessee thereunder (unless required by the terms of such Lease) without the prior written approval of Mortgagee, which approval shall not be unreasonably withheld. If Mortgagor submits to Mortgagee a proposed alteration, modification, amendment, termination, cancellation, extension, renewal, surrender, sublet, assignment and/or waiver for which Mortgagor's consent is required hereunder, Mortgagee shall advise Mortgagor whether such matter has been approved or disapproved as soon as reasonably practical but in no event later than five (5) days after receipt thereof.

(d) Mortgagor will not, without Mortgagee's prior written consent: (i) execute an assignment or pledge of any Rents and/or of Mortgagee's interest in any Leases except for the Assignment of Rents and any second priority assignment of rents and/or mortgage and/or pledge in favor of Mortgagee; or (ii) except for first month's rent, last month's rent and security deposits, collect any Rents more than thirty (30) days in advance.

(e) Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform in all material respects all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance in all material respects of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder; (iv) upon written request of Mortgagee, transfer and assign to Mortgagee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, an updated rent roll in the form attached to the Certificate of Borrower dated of even or near date herewith from Mortgagor to Mortgagee in connection with the Loan; and (vi) exercise within five (5) Business Days (as defined in the Loan Agreement) of any demand therefor by Mortgagee any right to request from the lessee under any Lease a certificate with respect to the status thereof.

(f) Nothing in this Mortgage or in any other documents relating to the Loan shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the Leases assigned to Mortgagee or to pay any sum of

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money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagee agrees to perform and pay.

(g) Mortgagee will not permit Mortgagee's interest in any Lease to become subordinate to any lien other than the lien of real estate taxes not yet due and payable, and the lien of the Assignment of Rents and except for any second priority assignment of leases and/or mortgage in favor of Mortgagee. Notwithstanding the foregoing, if requested by a tenant, Mortgagee may execute a landlord's subordination agreement in form and substance acceptable to Mortgagee, subordinating landlord's lien on such tenant's personalty to such lender.

(h) Mortgagee shall have the option to declare this Mortgage in default because of a default under any Lease of which Mortgagee has received written notice from the tenant under such Lease which default has not been cured within any applicable cure period unless such default would not permit the tenant to terminate the Lease or if the tenant has a right to terminate the Lease, such termination would not have a Material Adverse Effect. It is covenanted and agreed that an Event of Default under the Assignment of Rents shall constitute an Event of Default hereunder on account of which the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagee.

(i) Mortgagee shall not, and shall not permit any tenant to, conduct any on-site dry cleaning operations on the Premises.

(j) For Leases entered into prior to the date hereof, Mortgagee shall use its commercially reasonable efforts to insure that in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease of the Premises shall, at the option of Mortgagee, attorn to any person succeeding to the interest of Mortgagee as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any Lease made without the consent of Mortgagee or said successor in interest. Mortgagee shall use its commercially reasonable efforts to insure that each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

11. **Effect of Extension of Time.** If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of any security for the payment of the Indebtedness is released, or if any person or entity liable for the payment of the Indebtedness is released, or if Mortgagee takes other or additional security for the payment of the Indebtedness, or if Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, then all persons now or at any time hereafter liable for the payment of the Indebtedness, or any part thereof, or interest in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and interest and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly

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reserved by Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

12. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor if Mortgagee pays such taxes and submits proof of payment to Mortgagor; provided, however, that if in the opinion of counsel for Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness to be and become due and payable one hundred twenty (120) days from the giving of such notice, without the applicable Prepayment Premium (as defined in the Note).

13. **Mortgagee's Performance of Defaulted Acts.** Upon the occurrence of an Event of Default herein which shall be continuing hereunder, Mortgagee may, but need not, and whether electing to declare the whole of the Indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed reasonably expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment or cure any default of Mortgagor as landlord in any Lease. All monies paid for any of the purposes herein authorized and all reasonable out-of-pocket expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in **Paragraphs 9 and 12** hereof or to protect the Premises or the lien and interest hereof, shall be additional Indebtedness and shall become immediately due and payable without notice and with interest thereon at the Default Rate of interest set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default on the part of Mortgagor.

14. **Mortgagee's Reliance on Tax Bills, Etc.** Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or

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settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

15. **Acceleration of Indebtedness in Event of Default.** It is expressly agreed by Mortgagor that time is of the essence hereof and that the whole of the Indebtedness shall become immediately due and payable without notice to Mortgagor at the option of the Mortgagee upon the occurrence of one or more of the following events (hereinbefore and hereinafter collectively referred to as “*Events of Default*” and individually referred to as an “*Event of Default*”), together with the applicable Prepayment Premium in the amount, if any, required to be paid pursuant to the terms of the Note in the event of a prepayment:

(a) Nonpayment of any payment of principal and interest under the Note within ten (10) days after the same shall fall due;

(b) nonpayment of any other monetary sum due hereunder within five (5) days after written notice of such failure has been given to Mortgagor by Mortgagee, which failure is not cured within said five (5) day period; or

(c) default shall be made in the due observance or performance of the terms and conditions of **Paragraph 6** hereof (Insurance) or **Paragraph 30** hereof (Due on Sale or Further Encumbrance); or

(d) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor which is not addressed in **subparagraphs (a) and (b)** above, and such default is not cured within thirty (30) days following written notice thereof by Mortgagee to Mortgagor or within such longer period of time, not exceeding an additional sixty (60) days, as may be reasonably necessary to cure such non-compliance if Mortgagor is diligently and with continuity of effort pursuing such cure, the failure is susceptible of cure within an additional period of sixty (60) days and Mortgagee’s lien upon the Premises will not be impaired by affording Mortgagor such additional sixty-day period; or

(e) the entry of a decree or order for relief by a court having jurisdiction in respect of Mortgagor, a general partner of Mortgagor if Mortgagor is a partnership, the beneficiary or beneficiaries of Mortgagor if Mortgagor is a trust, a managing member of Mortgagor if Mortgagor is a limited liability company, or any guarantor of the Note secured hereby (any of the foregoing parties being referred to herein as a “**Key Party**”), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or



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(f) the commencement by any Key Party, of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of any of the foregoing; or

(g) the death of any guarantor of the Note secured hereby, unless a substitute guarantor or guarantors having a net worth or an aggregate net worth, as the case may be, equal to or greater than the net worth of the decedent upon the date hereof, shall become liable by assumption under the guaranty within thirty (30) days of the death of such guarantor; or

(h) any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Mortgagee by or on behalf of Mortgagor or any guarantor of the Note to induce Mortgagee to loan the money evidenced by the Note proves to have been inaccurate or false in any material and adverse respect when made, which has a Material Adverse Effect and which is not cured by Mortgagor within thirty (30) days after delivery of written notice by Mortgagee to Mortgagor of such inaccuracy or falsity; or

(i) any breach, default, Event of Default (as defined in any of the other Loan Documents) or failure of performance (however denominated) under the Note or any of the other Loan Documents, following the delivery to Mortgagor of any written notice required to be given hereunder or under any of the other Loan Documents and the expiration of any applicable cure period without the same having been cured; or

(j) Mortgagor shall be in default of or in violation of (after receipt of all required written notices), beyond any applicable grace period, any conditions, covenants or restrictions which benefit or burden the Premises which would have a Material Adverse Effect.

If, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, Mortgagee shall accelerate the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Indebtedness and any excess held by it over the amount of Indebtedness then due hereunder shall be returned to Mortgagor or any other party without interest.

## 16. Remedies.

(a) Primary Remedies. If an Event of Default shall occur and be continuing hereunder, Mortgagee may: declare the Indebtedness to be and the same shall be, immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the Premises held as security for the

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Indebtedness or the solvency of any person liable for the payment of such Indebtedness; and/or exercise any other right, power or remedy available to it at law or in equity, hereunder or under any other Loan Document without demand, protest or notice of any kind, all of which are hereby expressly waived, except such as is expressly required hereby or by such other Loan Document. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Mortgagee may:

- (i) enter and take possession of the Premises or any part thereof, exclude Mortgagor and all persons claiming under Mortgagor wholly or partly therefrom, and operate, use, manage and control the same, or cause the same to be operated by a person selected by Mortgagee, and upon such entry, from time to time, at the reasonable expense of Mortgagor and of the Premises, make all such repairs, replacements, alterations, additions or improvements thereto as Mortgagee may deem reasonably necessary, and to lease the Premises or any part thereof at such rental and to such persons as it may deem reasonably necessary and collect and receive the rents, revenues, issues, profits, royalties, income and benefits thereof including, without limitation, those past due and those thereafter accruing, with the right of Mortgagee to terminate, cancel or otherwise enforce any Lease or sublease for any default that would entitle Mortgagor to terminate, cancel or enforce same and apply the same to the payment of all reasonable out-of-pocket expenses which Mortgagee may be authorized to incur under the provisions of this Mortgage and applicable laws, the remainder to be applied to the payment, performance and discharge of the Indebtedness in such order as Mortgagee may reasonably determine until the same have been paid in full;
- (ii) institute an action for the foreclosure of this Mortgage and the sale of the Premises pursuant to the judgment or decree of a court of competent jurisdiction;
- (iii) [INTENTIONALLY DELETED];
- (iv) take all action to protect and enforce the rights of Mortgagee under this Mortgage by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights;
- (v) exercise any or all of the rights and remedies available to a secured party under the UCC, to the extent permitted by applicable law, including the right, if any, to (A) enter the Premises and take possession of any personal property without demand or notice and without prior judicial hearing or legal proceedings, which Mortgagor hereby expressly waives, (B) require Mortgagor to assemble any personal property, or any portion thereof, and make it available to Mortgagee at a place or places designated by Mortgagee and reasonably convenient to both parties and (C) sell all or any portion of the personal property at public or private sale, without prior notice to Mortgagor except as otherwise

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required by law (and if notice is required by law, after at least ten (10) days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Mortgagee in its sole discretion may determine. As to any property subject to Article 9 of the UCC included in the Premises, Mortgagee may proceed under the UCC or proceed as to both real and personal property in accordance with the provisions of this Mortgage and the rights and remedies that Mortgagee may have at law or in equity, in respect of real property, and treat both the real and personal property included in the Premises as one parcel or package of security. Mortgagor shall have the burden of proving that any such sale pursuant to the UCC was conducted in a commercially unreasonable manner (unless under applicable law, such burden: (i) may not be imposed upon Mortgagor, or (ii) is imposed upon Mortgagee).

(vi) terminate any management agreements, contracts, or agents/managers responsible, for the property management of the Premises, if in the reasonable discretion of Mortgagee, such property management is unsatisfactory in any respect, but only if such rights of termination are expressly permitted and available to Mortgagee by the terms of such agreements and contracts;

(vii) foreclose this Mortgage, at Mortgagee's option, by judicial foreclosure (to the extent permitted by applicable law), for the entire unpaid amount of the Indebtedness, or only as to the sum past due, with interest and reasonable out-of-pocket costs without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Premises shall be sold subject to all remaining items of the Indebtedness and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Mortgage, the Mortgagee shall have the right to sell the Premises covered hereby in parts or as an entirety. It is intended hereby to give to the Mortgagee the widest possible discretion permitted by applicable law with respect to all aspects of any such sale or sales.

(viii) To the extent permitted by applicable law, if an Event of Default occurs and shall be continuing hereunder, due to the nonpayment of the Indebtedness, or any part thereof, as an alternative to the right of foreclosure for the full Indebtedness after acceleration thereof, Mortgagee shall have the right to institute judicial proceedings for partial foreclosure with respect to the portion of said Indebtedness so in default, as if under a full foreclosure, and without declaring the entire Indebtedness due (such proceedings being hereinafter referred to as "**Partial Foreclosure**"), and provided that if a foreclosure sale is made because of an Event of Default which shall be continuing hereunder in the payment of a part of the Indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmaturing part of the Indebtedness; and it

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is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part, this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding any Partial Foreclosure, Mortgagee may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Indebtedness by reason of any Event of Default which shall be continuing hereunder upon which such Partial Foreclosure was predicated or by reason of any other further Event of Default which shall be continuing hereunder, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Indebtedness, it being the purpose to provide for a Partial Foreclosure sale of the Indebtedness hereby without exhausting the power to foreclose and to sell the Premises pursuant to any such Partial Foreclosure for any other part of the Indebtedness, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure; and

(ix) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Section 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (as amended from time to time, the "Act"), to be placed in possession of the Premises 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 rights, powers, immunities and duties provided for in Section 14-1701 and 15-1702 of the Act.

Anything in this Mortgage to the contrary notwithstanding, the provisions of the Act shall take precedence over the provisions of this Mortgage to the extent of any conflict, but shall not invalidate or render unenforceable any provision of this Mortgage that can fairly be construed in a manner consistent with or not in conflict with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon an Event of Default by Mortgagor which are more limited than what would be vested in Mortgagee under the Act, Mortgagee shall only be entitled to the full rights, remedies, powers and authorities afforded under the Act.

(b) Receiver. If an Event of Default shall occur and be continuing hereunder, Mortgagee shall be entitled to seek the appointment of a receiver of the Premises and the rents, revenues, issues, profits, royalties, income and benefits thereof, without notice or demand, and without regard to the adequacy of the security for the Indebtedness, the value of the Premises or the solvency of Mortgagor, either before or after any sale, and, Mortgagee may be appointed as such receiver. Such receiver shall have the power: (i) to collect the rents, issues and profits of the Premises during the pendency of any foreclosure proceedings whether by judicial or non-

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judicial foreclosure, and, in case of a sale and a deficiency, for such time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, to the maximum time and extent permitted by law; (ii) to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the secured obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such case for the protection, possession, control, management, and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of: (i) the Indebtedness and all obligations hereunder, or by any decree foreclosing this Mortgage, or in accordance with applicable non-judicial foreclosure provisions, any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; and (ii) if this is a leasehold mortgage, all rents due or which may become due under the underlying lease.

(c) Sales by Parcels. In any sale made under or by virtue of this Mortgage or pursuant to any judgment or decree of court the Premises may be sold in one or more parts or parcels or as an entirety and in such order as Mortgagee may elect, without regard to the right of Mortgagor, or any person claiming under it, to the marshaling of assets. To the full extent permitted by law, Mortgagor waives the marshaling of assets.

(d) Effect of Sale. The purchaser at any sale made under or by virtue of this Mortgage or pursuant to any judgment or decree of court shall take title to the Premises or the part thereof so sold free and discharged of the estate of Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Mortgagee, may purchase at any such sale. To the extent permitted under applicable law, Mortgagee is hereby irrevocably appointed the attorney-in-fact of Mortgagor in its name and stead to make all appropriate transfers and deliveries of the Premises or any portions thereof so sold and, for this purpose, Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, promptly upon Mortgagee's written request, Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose, and as may be designated, in such request. Any sale or sales made under or by virtue of this Mortgage, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of Mortgagor in, to and under the Premises, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against Mortgagor, its successors and assigns, and against any and all persons claiming or who

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may claim the same, or any part thereof, by, through or under Mortgagor, or its successors or assigns. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Eviction of Mortgagor After Sale. If Mortgagor fails or refuses to surrender possession of the Premises after any sale thereof, Mortgagor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings, provided, that this remedy is not exclusive or in derogation of any other right or remedy available to Mortgagee or any purchaser of the Premises under any provision of this Mortgage or pursuant to any judgment or decree of court.

(f) Insurance Policies. In the event of a foreclosure sale pursuant to this Mortgage or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the Indebtedness, all right, title and interest of Mortgagor in and to all policies of insurance required under the provisions of this Mortgage shall inure to the benefit of and pass to the successor in interest of Mortgagor or the purchaser or grantee of the Premises or any part thereof so transferred, to the extent assignable and transferable.

(g) Foreclosure; Expense of Litigation. When the Indebtedness hereby secured, or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale all reasonable out-of-pocket expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, reasonable out-of-pocket costs of environmental reviews or audits, outlays for documentary and expert evidence, stenographers' charges, reasonable out-of-pocket publication costs, and reasonable out-of-pocket costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All reasonable out-of-pocket expenditures and expenses of the nature in this Paragraph mentioned and such reasonable out-of-pocket expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

17. Application of Proceeds. The proceeds of any sale made under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage, shall be applied:

(a) first to the payment of (i) all reasonable out-of-pocket costs and expenses of such sale, including reasonable attorneys' fees, environmental site assessors fees and costs, appraisers' fees and costs of procuring title searches, title insurance policies and similar items and (ii) all

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reasonable out-of-pocket charges, expenses and advances incurred or made by Mortgagee in order to protect the lien or estate created by this Mortgage or the security afforded hereby including any expenses of entering, taking possession of and operating the Premises;

(b) then to the payment of any other Indebtedness in such order as Mortgagee may determine until the same have been paid in full; and

(c) any balance thereof shall be paid to Mortgagor, or to whosoever shall be legally entitled thereto, or as a court of competent jurisdiction may direct.

18. **Rights and Remedies Cumulative.** Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein

19. **Mortgagee's Right of Inspection.** Mortgagee shall, upon reasonable notice to Mortgagor and subject to the rights of tenants under the Leases, have the right to inspect the Premises at all reasonable times and access thereto, subject to the rights of tenants under the Leases, shall be permitted for that purpose.

20. **Condemnation.** The Mortgagee may, at its option, in its own name (a) appear or proceed in any condemnation proceeding, and (b) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation up to the amount of the Indebtedness. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, without prepayment penalty or other penalty, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's reasonable discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available promptly, in the manner and under the conditions that Mortgagee may reasonably require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any

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surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness, without prepayment penalty or other penalty, or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

21. **Release Upon Payment and Discharge of Mortgagor's Obligations.**  
Mortgagee shall release this Mortgage and the lien and interest hereof by proper instrument upon payment and discharge of all Indebtedness, including any prepayment premium provided for herein or in the Note secured hereby.

22. **Giving of Notice.**

(a) All notices, demands, requests, and other communications desired or required to be given hereunder ("**Notices**"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one Business Day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three Business Days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Mortgagor: CJF2 LLC  
c/o Mirvac Funds Management Limited  
2142 W. Potomac  
Chicago, Illinois 60622  
Attention: Mr. Nicholas M. Blake, Trust Manager

and:

Quadrant Real Estate Advisors LLC  
12735 Morris Road, Suite 100  
Alpharetta, Georgia 30004  
Attention: J. David Morris

With a copy to:

Wildman Harrold Allen & Dixon LLP  
225 W. Wacker Drive, Suite 2800  
Chicago, Illinois 60606  
Attention: Kathleen M. Gilligan, Esq.



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Mortgagee:           ING USA Annuity and Life Insurance Company  
                           c/o ING Investment Management LLC  
                           5780 Powers Ferry Road, NW, Suite 300  
                           Atlanta, Georgia, 30327-4349  
                           Attention: Mortgage Loan Servicing Department

and

ING Investment Management LLC  
 5780 Powers Ferry Road, NW, Suite 300  
 Atlanta, Georgia, 30327-4349  
 Attention: Real Estate Law Department

With a copy to:       Bryan Cave LLP  
                           One Atlantic Center  
                           Fourteenth Floor  
                           1201 West Peachtree Street NW  
                           Atlanta, Georgia 30309-3488  
                           Attention: John R. Parks, Esq.

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

23.    **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law or in equity upon the Note hereby secured.

24.    **Waiver of Statutory Rights.** Mortgagor shall not, and will not, apply for or avail itself of any homestead, appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but only to the extent lawfully allowed hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent permitted by law, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

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## 25. Furnishing of Financial Statements to Mortgagee.

(a) Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times during business hours and on reasonable prior written notice of at least five (5) Business Days delivered by Mortgagee to Mortgagor, be open to inspection by Mortgagee and Mortgagee's accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

- (i) In accordance with International Financial Reporting Standards; or
- (ii) In accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

(b) Mortgagor covenants and agrees to furnish, or cause to be furnished to Mortgagee, annually, within one hundred twenty (120) days following the end of each fiscal year of Mortgagor during the term of the Loan, annual financial reports including balance sheets, income statements and cash flow statements covering the operation of the Premises and the Mortgagor for the previous fiscal year and a current rent roll, all certified to Mortgagee to be complete, correct and accurate by the individual managing member or manager or chief financial officer of the party whom the report concerns. Notwithstanding the aforesaid, during the term of the Loan, Mortgagee shall have the right to request quarterly income and expense statements, which shall include current cash flow and up-to-date payables and receivables for the Premises, and to request periodic updates on the rent roll so as to reflect tenant leasing.

(c) If Mortgagor omits to deliver as required any report or statement required by this **Paragraph 25**, and said omission is not cured by Mortgagor within thirty (30) days after written notice of such omission has been given by Mortgagee to Mortgagor, Mortgagee may elect, in addition to exercising any remedy for an Event of Default as provided for in this Mortgage, to make an audit of all books and records of Mortgagor including its bank accounts which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent certified public accountant to be selected by Mortgagee. Mortgagor shall pay all reasonable out-of-pocket expenses of the audit and other services, which expenses shall be secured hereby as additional Indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

26. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees and all reasonable out-of-pocket expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

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27. **Business Purpose.** Mortgagor represents, covenants and agrees that the Loan secured by this Mortgage is a business loan made for business purposes in connection with the conduct and operation of a business and that all of the proceeds of the Loan will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor. The Loan is not secured by either (i) an assignment of an individual obligor's salary, wages or other compensation, or (ii) household furniture or other goods used for personal, family or household purposes.

28. **Exculpatory.** The liability of the Mortgagor personally to pay the Note or any interest that may accrue thereon, or any Indebtedness or obligation accruing or arising hereunder is limited to the extent set forth in the Note.

29. **Security Agreement.** Mortgagor and Mortgagee agree that this Mortgage shall constitute a security agreement within the meaning of the UCC with respect to all sums on deposit with the Mortgagee with respect to insurance proceeds or condemnation proceeds ("***Deposits***") and with respect to any personal property and fixtures included in the definition herein of the word "***Premises***", which property may not be deemed to form a part of the real estate described in Exhibit "A" or may not constitute a "fixture" within the meaning of the UCC, and all replacements of such property, substitutions and additions thereto and the proceeds thereof, all such property being sometimes hereinafter collectively referred to as the "***Collateral***", and that a security interest in and to the Collateral and the Deposits is hereby granted to Mortgagee and the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness and to secure performance by Mortgagor of the terms, covenants and provisions hereof. Upon the occurrence of an Event of Default under this Mortgage which shall be continuing hereunder, Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable out-of-pocket expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as there is no Event of Default by Mortgagor which shall have occurred and be continuing hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral, when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby, and so that the security interest of Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor shall, from time to time, on written request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail. Mortgagor covenants and represents that all Collateral, and

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all replacements thereof, substitutions therefor or additions thereto, unless Mortgagee otherwise consents, now are and will be free and clear of liens (other than the lien of taxes not yet due or payable), encumbrances or security interests of others. Mortgagor shall, upon demand execute and deliver to Mortgagee such financing statements and other documents in form reasonably satisfactory to Mortgagee, and will do all such acts and things as Mortgagee may at any time, or from time to time, reasonably request or as may be reasonably necessary or appropriate to establish and maintain a first perfected security interest in the Deposits and Collateral, subject to no liens (other than the lien of taxes not yet due or payable and the Second Security Instruments (as defined in the Loan Agreement)), encumbrances, or security interests of others.

This Mortgage also constitutes a financing statement for the purpose of the UCC and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of the County in which the Land is located. For such purpose the name and address of the debtor and the secured party are as set forth below:

Name of Debtor:	CJF2 LLC
Debtor's Mailing Address:	CJF2 LLC c/o Mirvac Funds Management Limited 2147 W. Potomac Chicago, Illinois 60622 Attention: Mr. Nicholas M. Blake, Trust Manager
Address of Property:	See <u>Schedule 1</u> attached hereto
Name of Secured Party:	ING USA Annuity and Life Insurance Company
Address of Secured Party:	ING USA Annuity and Life Insurance Company c/o ING Investment Management LLC 5780 Powers Ferry Road, NW, Suite 300 Atlanta, Georgia 30327-4349 Attention: Real Estate Law Department

This financing statement covers the Collateral. Some of the items or types of property comprising the Collateral are or are to become fixtures on the real property described in this Mortgage. Mortgagor is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

Mortgagor hereby represents and warrants to Mortgagee, and covenants and agrees with Mortgagee as follows:

(a) Mortgagor shall not merge or consolidate into, or transfer any of the Collateral to any other entity or person without the prior written consent of the Mortgagee.

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(b) Mortgagor shall not change its name unless it has given Mortgagee at least sixty (60) days prior written notice thereof and executed and authorized at the request of Mortgagee, such additional financing statements to be filed in such jurisdiction as the Mortgagee may deem reasonably necessary or desirable in its sole discretion.

(c) It shall be an Event of Default hereunder if any amendment to or termination of a financing statement naming the Mortgagor as debtor and the Mortgagee as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by any party other than the Mortgagee or its counsel without the prior written consent of the Mortgagee.

(d) Mortgagor hereby authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements in such jurisdictions as the Mortgagee may deem reasonably necessary or desirable in order to perfect the security interest granted by the Mortgagor under this security agreement.

### 30. Due on Sale or Further Encumbrance.

(a) If, without the Mortgagee's prior written consent, (i) the Premises or any part thereof or any interest in the Premises or the Mortgagor is sold or conveyed, except as otherwise provided herein; (ii) title to the Premises or any interest therein is divested, except as otherwise provided herein; (iii) the Premises or any ownership interest in the Mortgagor is further encumbered or pledged (except for any second priority encumbrance in favor of Mortgagee); (iv) any lease (or amendment thereto) entered into after the date hereof which gives the lessee any option to purchase the Premises or any part thereof is entered into, or, (v) without limiting the generality of clause (i) above, the ownership of shares of the Mortgagor, if a corporation, or of any corporate general partner of Mortgagor, if a partnership, or the general partnership interests in any partnership which is a general partner of Mortgagor, or any membership interest in a Mortgagor which is a limited liability company, or any beneficial or fiduciary interest in any Mortgagor which is a trust or trustee, is sold or conveyed, the Mortgagee shall at its sole discretion be entitled to accelerate the Indebtedness and declare the then unpaid principal balance and all accrued interests and other sums due and payable under the Note due and payable and exercise all remedies available to Mortgagee under the Loan Documents. The Mortgagor understands that the present ownership of the Premises and Improvements will be a material inducement to Mortgagee in the making of the Loan. Any consent (given after a violation of any of (i) through (v) set forth in the first sentence above) by Mortgagee to a change in ownership or to a change in the composition of the Mortgagor may be conditioned upon payment of a transfer fee equal to three-quarters of one percent (.75%) of the then outstanding Indebtedness for processing such request for consent, upon an increase in the rate of interest on the unpaid balance of the Indebtedness to a then-current market rate, and/or other terms and conditions as Mortgagee may impose in its sole discretion.

(b) Notwithstanding the foregoing **subparagraph (a)**, Mortgagee will permit a one-time transfer; provided, (i) the proposed transferee, or its controlling principal(s), is either (A) a

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real estate investment trust, listed property trust, commercial bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund, pension advisory firm or entity sponsored by any such firms, mutual fund, government entity or plan, which has a minimum net worth based on assets other than the Premises of not less than \$50,000,000, or (B) otherwise reasonably acceptable to Mortgagee and at the time of transfer, owns and/or manages at least 5,000,000 square feet of warehouse/industrial space, or engages a third-party manager meeting such criteria to manage the Premises, (collectively, (A) and (B) shall be a “*Qualified Institutional Sponsor*”); (ii) assumption documents in form and substance satisfactory to Mortgagee are executed by the transferee; (iii) Mortgagee is paid a transfer fee equal to three-quarters of one percent (.75%) of the then outstanding principal amount of the Indebtedness; (iv) Mortgagor reimburses Mortgagee all reasonable out-of-pocket fees and expenses associated with the transfer including legal fees; (v) Mortgagee receives an endorsement to the Mortgagee’s title policy, in form and substance reasonably acceptable to Mortgagee; and (vi) at Mortgagee’s option, Mortgagee receives opinions of counsel, and Mortgagor and transferee authorization documents, in form and substance reasonably acceptable to Mortgagee. Further, Mortgagee, in its sole judgment and discretion, may require individuals affiliated with the transferee specifically named by Mortgagee to deliver to Mortgagee an environmental indemnification agreement and limited guaranty on Mortgagee’s standard form. The rights granted to Mortgagor in this subparagraph (b) are personal to Mortgagor, shall be extinguished after the exercise thereof, and shall not inure to the benefit of any subsequent transferee.

Notwithstanding the foregoing, no Mortgagee approval is required and no transfer fee will be charged for transfers of shares of the Mortgagor: (a) among current shareholders; (b) to Mirvac Affiliates (as hereinafter defined); and/or (c) to Qualified Institutional Sponsors; provided that in all events (1) Mortgagor or another Mirvac Affiliate is the managing member of the Mortgagor; and (2) Mirvac Affiliates shall at all times hold (either directly or indirectly) in the aggregate at least 51% of the equity interest of Mortgagor. Mortgagor will provide Mortgagee with notice of all sales and transfers of equity interest in Mortgagor pursuant to this provision; provided, however, Mortgagor will not be required to provide notice of sales or transfers to individual investors comprising 1% or less of equity interests in Mortgagor. For purposes hereof “*Mirvac Affiliate*” shall be defined as Mirvac Chicago Industrial LLC or an entity controlling, controlled by (directly or indirectly) or under common control with Mirvac Chicago Industrial LLC.

31. **Environmental Matters; Notice; Indemnity.** Mortgagor covenants and agrees as follows:

(a) For purposes of this Mortgage, the following definitions shall apply:

(i) The term “*Environmental Law*” means and includes any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following (and their respective successor provisions): the Comprehensive Environmental Response,

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Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901 et seq. (“**RCRA**”); the Federal Hazardous Materials Transportation Act, as amended, 49 U.S.C. sections 1801 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. sections 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. sections 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency and of all other federal, state, county and municipal agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation of the Premises.

(ii) The term “**Hazardous Substance**” means and includes: (1) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “hazardous waste”, “pollutants”, “toxic substances” or “solid waste” in any Environmental Law; (2) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (3) those other substances, materials and wastes which are or become, regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (4) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a “hazardous substance” pursuant to section 311 or section 307 of the Clean Water Act (33 U.S.C. sections 1251 et seq.); (D) explosive; (E) radioactive; (F) a petroleum product; (G) infectious waste; or (H) mold or other similar fungal growth. As used herein, the term “mold or other similar fungal growth” shall mean and include mycotoxin producing molds in amounts sufficient to create a health risk to humans. Notwithstanding anything to the contrary herein, the term “**Hazardous Substance**” shall not include commercially sold products otherwise within the definition of the term “**Hazardous Substance**”, but (X) which are used or disposed of by Mortgagor or used or sold by tenants of the Premises in the ordinary course of their respective businesses, (Y) the presence of which product is not prohibited by applicable Environmental Law, and (Z) the use and disposal of which are in all respects in accordance with applicable Environmental Law.

(iii) The term “**Enforcement or Remedial Action**” means and includes any action taken by any person or entity in an attempt or asserted attempt to enforce, to achieve compliance with, or to collect or impose assessments, penalties, fines, or other sanctions provided by, any Environmental Law.

(iv) The term “**Environmental Liability**” means and includes any claim, demand, obligation, cause of action, accusation, allegation, order,

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violation, damage (including consequential damage), injury, judgment, assessment, penalty, fine, reasonable out-of-pocket cost of Enforcement or Remedial Action, or any other reasonable out-of-pocket cost or expense whatsoever, including actual, reasonable attorneys' fees and disbursements, resulting from or arising out of the violation or alleged violation of any Environmental Law, any Enforcement or Remedial Action, or any alleged exposure of any person or property to any Hazardous Substance.

(b) Except as identified in any Phase I or Phase II environmental audit furnished by Mortgagor or Mortgagee or otherwise disclosed to Mortgagee in writing, and to Mortgagor's knowledge without further investigation other than performing any Phase I or Phase II environmental audit required by Mortgagee, Mortgagor, covenants, warrants and represents that,

(i) No Hazardous Substances have been or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate, or shall threaten to be injected, emptied, poured, leached, or spilled on or from the Premises.

(ii) No asbestos or asbestos-containing materials have been or will be installed, used, incorporated into, placed on, or disposed of on the Premises.

(iii) No polychlorinated biphenyls ("**PCBs**") are or will be located on or in the Premises, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device.

(iv) No underground storage tanks are or will be located on the Premises or were located on the Premises and subsequently removed or filled.

(v) No investigation, administrative order, consent order and agreement, litigation, settlement, lien or encumbrance with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Premises.

(vi) The Premises and Mortgagor's operations at the Premises are in compliance with all applicable Environmental Laws including without limitation any, state and local statutes, laws and regulations. No written notice has been served on Mortgagor, or any subsidiary of Mortgagor, from any entity, government body, or individual claiming:

1. any violation of any law, regulation, ordinance or code which violation remains uncured as of the date hereof, or
2. requiring compliance with any law, regulation, ordinance or code for which compliance has not been achieved, or



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3. demanding payment or contribution for environmental damage or injury to natural resources which remains unpaid,

and which, in any of the foregoing cases, such violation, non-compliance or non-payment would have a Material Adverse Effect. Copies of any such written notices received after settlement shall be forwarded to Mortgagee within ten (10) Business Days after their receipt by Mortgagor.

(vii) The Mortgagor has no knowledge of the release or threat of release of any Hazardous Substances from any property adjoining the Premises.

(viii) No portion of the Premises is a wetland or other water of the United States subject to jurisdiction under Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any comparable state statute or local ordinance or regulation defining or protecting wetlands or other special aquatic areas.

(ix) There are no concentrations of radon or other radioactive gases or materials in any buildings or structures on the Premises that exceed background ambient air levels.

(x) There have been no written complaints received by Mortgagor of illness or sickness alleged to result from conditions inside any buildings or structures on the Premises.

(c) Mortgagor will give prompt written notice to Mortgagee of:

(i) any proceeding, investigation or inquiry known to Mortgagor that is commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(ii) all claims of which Mortgagor has knowledge made or threatened in writing by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance at the Premises; and

(iii) the knowledge of Mortgagor of any occurrence or condition on any real property adjoining the Premises which might reasonably cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law that would have a Material Adverse Effect.

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(d) Upon an Event of Default which shall have occurred and be continuing hereunder, Mortgagee shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the presence of Hazardous Substances at the Premises; and (ii) have all reasonable out-of-pocket costs and expenses thereof (including without limitation Mortgagee's reasonable attorneys' fees and costs) paid by Mortgagor.

(e) Mortgagor agrees to protect, defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, sub-contractors, licensees, invitees, participants, successors and assigns, from and against any Environmental Liability and any and all claims, demands, judgments, settlements, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, losses, penalties, reasonable out-of-pocket costs, including but not limited to any cleanup costs, remediation costs and response costs to the extent required by applicable Environmental Law only, and all reasonable out-of-pocket expenses of any kind whatsoever including reasonable attorneys' fees and expenses, including but not limited to those arising out of loss of life, injury to persons, property or business or damage to natural resources in connection with the activities of Mortgagor, its predecessors in interest, third parties who have trespassed on the Premises, or parties in a contractual relationship with Mortgagor, and any of them (except to the extent occasioned wholly by any condition, accident or event caused by any act or omission of Mortgagee), the foregoing being collectively referred to as "*Claims*", which:

(i) arise out of the actual, alleged or threatened migration, spill, leaching, pouring, emptying, injection, discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Substances onto or from the Premises in violation of any Environmental Law; or

(ii) actually or allegedly arise out of, in connection with the Premises, the use, specification or inclusion of any product, material or process containing Hazardous Substances, the failure to detect the existence or proportion of Hazardous Substances in the soil, air, surface water or ground water, or the performance of or failure to perform the abatement of any Hazardous Substances source or the replacement or removal of any soil, water, surface water or ground water containing any Hazardous Substances in violation of any Environmental Law; or

(iii) arise out of the breach of any covenant, warranty or representation contained in any statement or other information given by Mortgagor to Mortgagee relating to environmental matters; or

(iv) arise out of any Enforcement or Remedial Action or any judicial or administrative action brought pursuant to any Environmental Law or any similar state law that relates to the Premises.

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Mortgagor, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against Mortgagee described in this **subparagraph (e)**, shall hold Mortgagee harmless for those judgments or claims, and shall assume the burden and reasonable out-of-pocket expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this **subparagraph (e)**.

Mortgagor's indemnifications and representations made herein shall survive any termination or expiration of the documents evidencing or securing the Loan and/or the repayment of the indebtedness evidenced by the Note, including, but not limited to, any foreclosure on this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding the foregoing, Mortgagor's indemnifications and representations shall not extend to Hazardous Substances which first originate on the Premises subsequent to Mortgagee's succession to title by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "**Remedial Work**") is required under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, groundwater, or surface water at, on, about, under or within the Premises or any portion thereof, Mortgagor shall within ninety (90) days after written demand by Mortgagee for the performance (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence such Remedial Work to the extent required by law, and thereafter diligently prosecute to completion all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Mortgagee (which approval in each case shall not be unreasonably withheld or delayed) and under the supervision of a consulting engineer approved in advance by Mortgagee, which approval shall not be unreasonably withheld. All reasonable out-of-pocket costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all reasonable out-of-pocket costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the Indebtedness.

Notwithstanding any provision herein to the contrary or in any of the Loan Documents, in no event shall Mortgagor have any obligation to undertake any Remedial Work except to the extent required by applicable Environmental Law.

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32. **Captions.** The captions or headings preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

33. **No Waiver; Modifications in Writing.** No failure or delay on the part of Mortgagee in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Mortgage, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Mortgage, any waiver of any provision of this Mortgage, and any consent to any departure from the terms of any provision of this Mortgage, shall be effective only in the specific instance and for the specific purpose for which made or given.

34. **Relationship.** Mortgagee is only a lender under the Loan Documents, and nothing contained in this Mortgage or the other Loan Documents and no action taken by the parties pursuant hereto shall be deemed to constitute the Mortgagee and any other of the parties to any of the Loan Documents a partnership, an association, a joint venture or other entity, nor constitute Mortgagee as a fiduciary for any of the parties.

35. **Governing Law.** This Mortgage shall be governed by the laws (excluding conflicts of laws rules) of the State of Illinois.

36. **Time of Essence.** Time is of the essence in the performance by the parties of this Mortgage.

37. **Construction.** Mortgagor has been represented by its own counsel in this transaction, and this Mortgage shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

38. **Gender; Number; Terms.** Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular section, paragraph or provision. The term "person" and words importing persons as used in this Mortgage shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

39. **Integration.** This Mortgage, together with the other Loan Documents and the Environmental Indemnification Agreement executed by Mortgagor, constitute the entire

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agreement between the parties hereto pertaining to the subject matters hereof and thereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof and thereof.

## 40. General Indemnification.

(a) To the extent permitted by applicable law, Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (defined below) from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; (iv) any failure of the Premises to be in compliance with any applicable laws; (v) any and all claims, demands or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (vi) the payment of any commission, charge or brokerage fee to anyone retained by Mortgagor which may be payable in connection with the funding of the Loan; but excepting and excluding any Losses caused by or arising out of the gross negligence or willful misconduct of any Indemnified Parties. Any amounts payable to Mortgagee by reason of the application of this Paragraph shall become immediately due and payable and shall bear interest at the Default Rate (as defined in the Note) from the date loss or damage is sustained by Mortgagee until paid. The term "**Losses**" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, reasonable out-of-pocket costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to reasonable attorneys' fees and other reasonable out-of-pocket costs of defense). The term "**Indemnified Parties**" shall mean (i) Mortgagee, (ii) any prior owner or holder of the Note, (iii) any servicer or prior servicer of the Loan, (iv) any participant or any prior participant in any portion of the Loan, (v) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Loan for the benefit of any participant or other third party, (vi) any receiver or other fiduciary appointed in a foreclosure or other collection proceeding, (vii) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing, and (viii) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business), in all cases whether during the term of the Loan or as part of or following a foreclosure of the Loan.

(b) Upon written request by any Indemnified Party, and but only to the extent Mortgagor is obligated to protect, defend, indemnify, release and hold harmless the Indemnified

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Parties, Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Mortgagor shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable out-of-pocket fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

(c) Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage, the Note or any of the other Loan Documents.

#### 41. Miscellaneous.

(a) This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its heirs, successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Mortgagee to the transfer of any interest in the Premises), and the word "**Mortgagor**" when used herein shall include any such person and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed said Note or this Mortgage. The word "**Mortgagee**", when used herein, shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note secured hereby. In addition, in the event Mortgagor is a land trust or similar entity, the term "**Mortgagor**" as used herein shall include the beneficiary or beneficiaries of such land trust or similar entity.

(b) In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) The Mortgagor will, from time to time, upon ten (10) Business Days' prior written request from Mortgagee, make, execute, acknowledge and deliver to Mortgagee such supplemental mortgages, certificates and other documents, including without limitation UCC financing statements, as may be necessary for better assuring and confirming unto Mortgagee any of the Premises, or for more particularly identifying and describing the Premises, or to preserve or protect the priority of this Mortgage lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Mortgagee to carry out the intentions of this Mortgage, but

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without increasing the obligations and liabilities of Mortgagor hereunder or any of the other Loan Documents or the Environmental Indemnification Agreement.

(d) Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other Improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

(e) Mortgagor will, from time to time, upon ten (10) Business Days' prior written request by Mortgagee, execute, acknowledge and deliver to Mortgagee, a certificate stating that this Mortgage is unmodified and in full force and effect (or, if there have been modifications, that this Mortgage is in full force and effect as modified and setting forth such modifications) and stating the outstanding principal amount secured hereby and the unpaid interest accrued to date on such principal amount. The estoppel certificate from Mortgagor shall also state to the knowledge of Mortgagor whether any offsets or defenses to the Indebtedness exist and if so shall identify them. Mortgagee will, in connection with a transfer permitted by the terms of **Paragraph 30(b)** above, upon ten (10) Business Days' prior written request from Mortgagor execute, acknowledge and deliver to Mortgagor a certificate stating that this Mortgage is unmodified and in full force and effect (or if there have been modifications, that this Mortgage is in full force and effect as modified and setting forth such modifications), stating whether any breach or default by Mortgagor exists, to Mortgagee's knowledge, hereunder which with the giving of notice or passage of time, or both, would be an Event of Default hereunder, and stating the outstanding principal amount secured hereby and the unpaid interest accrued to date on such principal amount.

(f) The Note secured hereby includes provisions for the assessment of a Late Charge, as defined therein. Said Late Charge shall be secured hereby as Indebtedness, as that term is used herein.

(g) To the extent permitted by applicable law and pursuant to the terms of this Mortgage, if an Event of Default should occur and be continuing hereunder, Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure. The failure to join any tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

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(h) At the option of Mortgagee, this Mortgage shall become, subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any one or more, or to all, Leases upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the Recorder in and for the county wherein the Premises are situated, or such other office as determined by Mortgagee, of a unilateral declaration to that effect.

(i) In the event that maturity of the Indebtedness is accelerated by Mortgagee because of the occurrence of an Event of Default which shall be continuing hereunder and a tender of payment is made by or on behalf of Mortgagor in the amount necessary to satisfy the Indebtedness at any time prior to judicial confirmation or other conclusion if confirmation is not required, of a foreclosure sale, then such tender shall constitute a prepayment under the Note and shall, to the extent specified in the Note, require payment of the prepayment premium provided for in the Note.

(j) All agreements between Mortgagor and Mortgagee (including, without limitation, those contained in this Mortgage and the Note) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or the Note or any other documents securing the Indebtedness at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever Mortgagee shall ever receive as interest an amount which would be deemed unlawful such interest shall be applied to the payment of the last maturing installment or installments of the principal Indebtedness (whether or not then due and payable) and not to the payment of interest.

(k) Mortgagor covenants and agrees that it shall constitute an Event of Default hereunder if any of the proceeds of the Loan will be used, or were used, as the case may be, for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation U of the Board of Governors of the Federal Reserve System (12 CFR Part 221) or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

## 42. Additional Collateral.

(a) Mortgagor acknowledges and agrees that the Indebtedness and all other obligations hereunder (such Indebtedness and other obligations collectively called the "**Obligations**") are secured by the Premises and various other collateral including, without limitation, at the time of execution of this Mortgage certain personal property of Mortgagor and other parties described in the Loan Documents. The Mortgagor specifically acknowledges and agrees that the Premises, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Obligations. Accordingly, Mortgagor acknowledges that,



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to the fullest extent permitted by applicable law, it is in the Mortgagor's contemplation that the other collateral pledged to secure the Obligations may be pursued by the Mortgagee in separate proceedings in the various states, counties and other countries where such collateral may be located and additionally that Mortgagor and other parties liable for payment of the Obligations will remain liable for any deficiency judgments in addition to any amounts the Mortgagee may realize on sales of other property or any other collateral given as security for the Obligations except as otherwise set forth in this Mortgage. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, the Obligations shall not be deemed merged into any judgment of foreclosure, but rather shall remain outstanding. It is the further intent and understanding of the parties that the Mortgagee, following an Event of Default, may, to the fullest extent permitted by applicable law, pursue all of its Collateral with the Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which the Mortgagee may obtain.

(b) Mortgagor acknowledges and agrees that the Premises and the other collateral which may from time to time be encumbered by the other Loan Documents may be located in more than one state, county or country and therefore Mortgagor, to the fullest extent permitted by applicable law, waives and relinquishes any and all rights it may have, whether at law or equity, to require the Mortgagee to proceed to enforce or exercise any rights, powers and remedies it may have under the Loan Documents in any particular manner, in any particular order, or in any particular state or other jurisdiction. Furthermore, Mortgagor acknowledges and agrees, to the fullest extent permitted by applicable law, that the Mortgagee shall be allowed to enforce payment and performance of the Obligations and to exercise all rights and powers provided under this Mortgage, or the other Loan Documents or under any provision of law, by one or more proceedings, (whether contemporaneous, consecutive or both) in any one or more states, counties or countries in which the security is located. To the fullest extent permitted by applicable law, neither the acceptance of this Mortgage or any Loan Document nor the enforcement in one state, county or country, shall prejudice or in any way limit or preclude enforcement of such documents through one or more additional proceedings, in that state or in any other state, county or country.

(c) To the fullest extent permitted by applicable law, Mortgagor further agrees that any particular remedy or proceeding, including, without limitation, foreclosure through court action (in a state or federal court) may be brought and prosecuted in the local or federal courts of any one or more states as to all or any part of the Premises or the collateral encumbered by the Loan Documents, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Premises and the other collateral encumbered by the Loan Documents.

(d) To the fullest extent permitted by applicable law, Mortgagee may resort to any other security held by the Mortgagee for the payment of the Obligations in such order and manner as the Mortgagee may elect.

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(e) To the fullest extent permitted by applicable law, notwithstanding anything contained herein to the contrary, Mortgagee shall be under no duty to Mortgagor or others, including, without limitation, the holder of any junior, senior or subordinate deed of trust, deed to secure debt or mortgage on the Premises or any part thereof or on any other security held by Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to Mortgagee.

43. **ERISA Representations and Warranties.** Mortgagor hereby represents, warrants and agrees that as of the date hereof, none of the investors in or owners of the Mortgagor is an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended, nor an entity the assets of which are deemed to include plan assets pursuant to Department of Labor Regulation Section 2510.3-101 (the "***Plan Asset Regulation***"). Mortgagor further represents, warrants and agrees that at all times during the term of the Loan, Mortgagor shall not be deemed to include plan assets. If at any time during the entire term of the Loan any of the investors in or owners of Mortgagor shall include a plan or entity described in the first sentence of this Paragraph, Mortgagor shall as soon as reasonably possible following an investment by such plan or entity, provide Mortgagee with an opinion of counsel reasonably satisfactory to Mortgagee indicating that the assets of Mortgagor are not deemed to include plan assets pursuant to the Plan Asset Regulation. In lieu of such opinion, the Mortgagee may in its sole discretion accept such other assurances from Mortgagor as are necessary to satisfy Mortgagee in its sole discretion that the assets of Mortgagor are not deemed to include plan assets pursuant to the Plan Asset Regulation. Mortgagor understands that the representations and warranties herein are a material inducement to Mortgagee in the making of the Loan, without which Mortgagee would be unwilling to make the Loan.

44. **Waivers and Agreements Regarding Remedies.** To the fullest extent Mortgagor may do so under applicable law, Mortgagor hereby waives and relinquishes the following:

(a) **Marshaling, Etc.** All rights to a marshaling of the assets of Mortgagor, including the Premises, or to a sale in inverse order of alienation in the event of foreclosure, and agrees not to assert any right under any law pertaining to the marshaling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of the Loan Documents to a sale of the Premises for the collection of the Indebtedness without any prior or different resort for collection, or the right of Mortgagee to the payment of the Indebtedness out of the proceeds of sale of the Premises in preference to every other claimant whatsoever.

(b) **Rights and Remedies of Sureties.** Any and all rights and remedies that Mortgagor may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties.

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Notwithstanding the personal liability of Mortgagor for the matters specifically set forth in this Mortgage, in no event shall any partner, member, shareholder, direct or indirect beneficial owners, officer, director or employee of Mortgagor, have any liability, personal or otherwise, to Mortgagee for such matters.

45. **WAIVER OF REDEMPTION.** MORTGAGOR ACKNOWLEDGES THAT THE PREMISES DOES NOT CONSTITUTE AGRICULTURAL REAL ESTATE, AS SAID TERM IS DEFINED IN SECTION 15-1201 OF THE ACT, OR RESIDENTIAL REAL ESTATE AS DEFINED IN SECTION 15-1219 OF THE ACT. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER THE JUDGMENT OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGEE AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES OF ANY NATURE WHATSOEVER, SUBSEQUENT TO THE DATE OF THIS MORTGAGE. THE FOREGOING WAIVER OF RIGHT OF REDEMPTION IS MADE PURSUANT TO THE PROVISIONS OF SECTION 15-1601(b) OF THE ACT.

46. **Lien of this Mortgage.** The words "*lien of this Mortgage*" or words of similar import shall mean the lien, security title and security interest created and conveyed by this Mortgage.

47. **Premises Release Privilege.** Mortgagor shall be permitted to obtain partial releases of the Premises from the lien and interest of this Mortgage and the other Loan Documents pursuant to Section 3.07 ("*Property Release Privilege*") or Section 3.08 ("*Substitution of Collateral*") in the Loan Agreement.

48. **Limited Guaranties; Other Security Instruments; Cross-Default/Cross-Collateralization.** As provided for in the Loan Agreement, (i) Mortgagor has executed and delivered that certain Limited Guaranty dated on or about the date hereof with respect to the Affiliate Loan (as defined in the Loan Agreement), and (ii) Affiliate (as defined in the Loan Agreement) of Mortgagor has executed and delivered that certain Limited Guaranty dated on or about the date hereof with respect to the loan evidenced by the Note (such Limited Guaranties, together with all guaranties issued and accepted in substitution or exchange therefor, and as they may from time to time be modified, extended, renewed, consolidated, restated or replaced, are hereinafter sometimes collectively referred to as the "*Guaranties*" and individually as a "*Guaranty*"). The Guaranties are secured by, among other things, those certain Mortgages, Security Agreements, Financing Statements and Fixture Filings (Second Priority), and Assignments of Rents and Leases (Second Priority) executed and delivered this date by each of the "*guarantors*" under such Guaranties (collectively, such other Mortgages, Security Agreements, Financing Statements and Fixture Filings (Second Priority), and Assignments of Rents and Leases (Second Priority), together with any other instruments or agreements securing the duties, obligations, and covenants under the Guaranties, as any of the same may from time to time be modified, extended, renewed, consolidated, restated or replaced, are hereinafter sometimes referred to as the "*Other Security Instruments*"). Such Mortgages, Security Agreements, Financing Statements and Fixture Filings (Second Priority) executed and delivered

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this date by Mortgagor with respect to the Premises are herein referred to collectively as "*Mortgagor's Second*".

Any breach, default, event of default or failure of performance (however denominated) under any of the Other Security Instruments or any other loan documents relating to the Affiliate Loan not cured within any applicable notice or cure period shall constitute and be an Event of Default under this Mortgage. Upon the occurrence of any Event of Default which shall be continuing hereunder, Mortgagee may, at its option, exercise any one or more of the rights, powers, and remedies hereunder and under the Other Security Instruments (including, without limitation, rights, powers, and remedies with respect to the foreclosure or other sale of the Premises hereunder or any "*Premises*" to which such Other Security Instruments relate), or any of them, either concurrently or independently, and in such other and further manner as Mortgagee may elect, and Mortgagee may apply the proceeds received therefrom to the Indebtedness or to any other indebtedness secured by the Other Security Instruments or in any other manner provided for in this Mortgage or the Other Security Instruments, as the case may be, or otherwise as may be provided at law or in equity, without waiving or affecting Mortgagee's rights, powers, and remedies under this Mortgage or any such Other Security Instruments.

Mortgagee shall have the right to enforce this Mortgage and the Other Security Instruments, or any of them, in such order and at such time as Mortgagee shall in its sole discretion elect. Mortgagee shall not be required to enforce this Mortgage or foreclose against the Premises, or against any collateral other than the Premises given as security for the Indebtedness, as a condition to enforcing the Other Security Instruments or any of them with respect to the Indebtedness or otherwise, and if Mortgagee elects to foreclose this Mortgage, it may do so as to all or any part of the Premises without being required to enforce or foreclose this Mortgage or the Other Security Instruments, or any of them, as to all or any portions of the Premises or all or any portions of such other collateral or as to all or any part of any "*Premises*" under any Other Security Instruments or all or any portion of any other collateral given as security thereunder.

If Mortgagee shall be successful in foreclosing this Mortgage, and shall bid at a foreclosure sale, then only the amount of the successful bid shall be applied to reduce the Indebtedness, and all other amounts shall remain outstanding and shall be secured by and enforceable against other security provided under the Other Security Instruments. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosures or other proceedings against a portion of the Premises or against any other collateral securing the Indebtedness, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against any portion of the Premises or any such collateral, or shall have enforced any power of sale against any portion of the Premises or any such collateral, then, whether or not such proceedings are being maintained or judgments of sale were obtained in or outside the state in which this Mortgage is recorded, Mortgagee may commence or continue foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Premises or any such other collateral, and Mortgagor expressly waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other rights,

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powers, and remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage nor the exercise of any other rights, powers, or remedies hereunder nor the recovery of any judgment by Mortgagee or conduct of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosures, sales or other proceedings or obtain a judgment against any other portion of the Premises or any other such collateral (either in or outside the state in which this Mortgage is recorded), and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any rights, powers, or remedies in such proceedings based upon any action or judgment connected to this Mortgage and other proceedings or any action under this Mortgage on such basis.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. MORTGAGOR ACKNOWLEDGES AND AGREES THAT THERE ARE NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT OTHER THAN THAT CERTAIN SIDE LETTER BETWEEN MORTGAGOR AND MORTGAGEE DATED AS OF JANUARY 3, 2011, REGARDING DEPOSITS FOR TAXES AND INSURANCE AND NO SUCH OTHER TERMS AND PROVISIONS MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

49. **WAIVER OF JURY TRIAL; JURISDICTION.** (A) THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS MORTGAGE OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

(B) FURTHER, MORTGAGOR AND MORTGAGEE ALSO AGREE THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE, OR TO ENFORCE ANY JUDGMENT OBTAINED AGAINST MORTGAGEE OR MORTGAGOR, AS THE CASE MAY BE, IN CONNECTION WITH THIS MORTGAGE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT SITTING IN COOK

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COUNTY, ILLINOIS OR ANY OTHER STATE OR FEDERAL COURT IN WHICH THE PREMISES IS LOCATED. MORTGAGOR AND MORTGAGEE EACH IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE AFORESAID STATE AND FEDERAL COURTS, AND IRREVOCABLY WAIVES ANY PRESENT OR FUTURE OBJECTION TO VENUE IN ANY SUCH COURT, AND ANY PRESENT OR FUTURE CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM, IN CONNECTION WITH ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT.

50. **Mortgagor's Knowledge.** As used in this Mortgage, the phrase "**the knowledge of Mortgagor**", "**known to Mortgagor**" or "**Mortgagor knowingly**" (or words of similar import used) shall be deemed to mean, without inquiry, the current actual knowledge only, and not the implied, imputed or constructive knowledge, of Mr. Nicholas M. Blake, Vice President of Mirvac Chicago Industrial, LLC, Sole Member of Borrower, and Mr. Thomas Dike as agent of Borrower. Neither Mr. Blake nor Mr. Dike shall be obligated to conduct any independent investigation, and no implied duty to investigate shall be imputed. Nothing contained in this Mortgage shall be deemed to impose any personal liability of any kind on any person named in this **Paragraph 50**.

Mortgagor acknowledges receipt of a copy of this instrument at the time of execution hereof.

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**UNOFFICIAL COPY****SCHEDULE 1**

<b>Property Addresses</b>				
	<b>Address</b>	<b>City</b>	<b>County</b>	<b>State</b>
1.	11601 S. Central	Alsip	Cook	IL
2.	13040 South Pulaski Avenue	Alsip	Cook	IL
3.	6000 West 73rd Street	Bedford Park	Cook	IL
4.	6558 West 73rd Street	Bedford Park	Cook	IL
5.	6751 South Sayre	Bedford Park	Cook	IL
6.	1796 Sherwin Avenue	Des Plaines	Cook	IL
7.	6600 River Road	Hodgkins	Cook	IL
8.	1850 Greenleaf Avenue	Elk Grove Village	Cook	IL
9.	5990 West Touhy	Niles	Cook	IL
10.	1020 Frontenac Road	Naperville	DuPage	IL
11.	1880 Country Farm	Naperville	DuPage	IL
12.	3841-3865 Swanson Court	Gurnee	Lake	IL
13.	1750 South Lincoln Drive	Freeport	Stephenson	IL



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## EXHIBIT A

### Site 1

LOT 1 IN FREEPORT LINCOLN PARK, STEPHENSON COUNTY, ILLINOIS; ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2000 IN BOOK M OF PLATS, PAGES 127-127C AS DOCUMENT NO. 9202.

### Site 2

LOT 2 IN HAWTHORN INDUSTRIAL CENTER-GURNEE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1977 AS DOCUMENT 1849929, IN BOOK 61 OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

### Site 3

PARCEL 1:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 50 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDEC DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING

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EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS.

#### Site 4

THE SOUTH 440.018 FEET OF THE NORTH 1636.066 FEET (BOTH AS MEASURED ALONG THE EAST LINE THEREOF) OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 123.21 FEET AND THE EAST 40.0 FEET THEREOF (BOTH AS MEASURED PERPENDICULARLY TO THE WEST LINE AND EAST LINE OF SAID WEST 1/2 RESPECTIVELY), IN COOK COUNTY, ILLINOIS.

#### Site 5

THE EAST 370 FEET OF THE WEST 801.72 FEET OF LOT 24

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS::

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 370 FEET AND THE SOUTH LINE OF SAID LOT 24; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 175.64 FEET TO A POINT ON SAID SOUTH LINE, DISTANT 175 FEET EAST OF SAID WEST LINE OF SAID EAST 370 FEET; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING) IN CENTEX INDUSTRIAL PARK UNIT NO. 5 BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1960 AS DOCUMENT 17976174 AND FILED SEPTEMBER 28, 1960 AS DOCUMENT LR1944839 IN COOK COUNTY, ILLINOIS.

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## Site 6

LOT 1 IN THE ASSESSMENT PLAT OF LOT 1 IN NAPERVILLE CENTER FOR COMMERCE AND INDUSTRY UNIT NO. 8 BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 23, 2005 AS DOCUMENT R2005-283278, IN DU PAGE COUNTY, ILLINOIS

## Site 7

PARCEL 1:

THAT PART OF LOT 2 OF THE ALEXANDER FERGUSON FARM IN THE EAST 1/2 OF SECTION 4 AND THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1943 AS DOCUMENT 456920 IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF DIEHL ROAD AND THE WESTERLY LINE OF SAID LOT 2 OF THE ALEXANDER FERGUSON FARM AND RUNNING THENCE NORTH 88 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG THE CENTER LINE OF DIEHL ROAD AS MONUMENTED AND OCCUPIED, 1419.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 702.12 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 548.88 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH SAID WEST LINE OF LOT 2, A DISTANCE OF 551.62 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 30 SECONDS EAST, 23.24 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 28 SECONDS EAST, 531.11 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2, A DISTANCE OF 100.08 FEET; THENCE SOUTH 37 DEGREES 01 MINUTE 18 SECONDS EAST, 216.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH SAID WESTERLY LINE OF LOT 2 A DISTANCE OF 142.37 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 115.0 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 54 SECONDS WEST, 21.21 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2, A DISTANCE OF 197.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEDICATION, TRANSFER, ASSIGNMENT AND QUITCLAIM OF STORM WATER RETENTION POND MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 1985 AND KNOWN AS TRUST NUMBER 110535 TO THE CITY OF NAPERVILLE RECORDED JANUARY 26, 1988 AS DOCUMENT R88-008521 AND CORRECTION RECORDED ON JUNE 15, 1988 AS DOCUMENT R88- 062420 OVER THE FOLLOWING DESCRIBED LAND, TO-WIT:

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THAT PART OF LOT 2 OF THE ALEXANDER FERGUSON FARM IN THE EAST 1/2 OF SECTION 4 AND THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1943 AS DOCUMENT 456920 IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF DIEHL ROAD AND THE WESTERLY LINE OF SAID LOT 2 OF THE ALEXANDER FERGUSON FARM AND RUNNING THENCE NORTH 88 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG THE CENTER LINE OF DIEHL ROAD AS MONUMENTED AND OCCUPIED, 1419.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 900.00 FEET; THENCE NORTH 44 DEGREES 50 MINUTES 54 SECONDS EAST, 21.21 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST, 115.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 142.37 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 18 SECONDS WEST, 216.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2 A DISTANCE OF 100.08 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 28 SECONDS EAST, 211.95 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, 444.44 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS

## Site 8

### PARCEL 1:

THAT PART OF THE SOUTH 1,103.0 FEET OF THE NORTH 1,303.0 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE LINE 1,303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID, 2,218.0 FEET DUE WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE CONTINUING DUE WEST 500 FEET; THENCE DUE NORTH 435.80 FEET; THENCE DUE EAST 185.08 FEET; THENCE DUE NORTH 56.70 FEET; THENCE DUE EAST 314.92 FEET TO A POINT IN THE WEST LINE OF SOUTH MASON AVENUE 492.50 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE DUE SOUTH ALONG SAID WEST LINE OF SOUTH MASON AVENUE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE SOUTH 1,103.0 FEET OF THE NORTH 1,303.0 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE LINE 1303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID, 2218.0 FEET DUE WEST OF THE EAST LINE OF THE

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NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE CONTINUE DUE WEST 500.0 FEET; THENCE DUE NORTH 435.80 FEET; THENCE DUE EAST 169.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE NORTH 32.0 FEET; THENCE DUE EAST 16.0 FEET; THENCE DUE SOUTH 32.0 FEET; THENCE DUE WEST 16.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS GRANTED IN THE DECLARATION OF EASEMENT RECORDED JULY 20, 2005 AS DOCUMENT 0520102237 AND AS CREATED BY THE DEED RECORDED NOVEMBER 3, 2005 AS DOCUMENT 0530720126 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH 1103 FEET OF THE NORTH 1303 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29 AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN A LINE 1303 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID, 2218 FEET DUE WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE DUE NORTH 475 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE WEST 314.92 FEET; THENCE DUE NORTH 35 FEET; THENCE DUE EAST 314.92 FEET; THENCE DUE SOUTH 35 FEET TO THE POINT OF BEGINNING.

## Site 9

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 73RD STREET (BEING A LINE 1303.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE NORTH LINE OF SAID SECTION 30) AND THE WEST LINE OF SOUTH NARRAGANSETT AVENUE (BEING A LINE 50.0 FEET WEST OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE EAST LINE OF SAID SECTION 30) THENCE WESTERLY ALONG THE AFORESAID NORTH LINE OF WEST 73RD STREET 932.0 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE WESTERLY ALONG THE AFORESAID NORTH LINE OF WEST 73RD STREET 488.606 FEET TO A POINT 1198.0 FEET EASTERLY OF (AS MEASURED ALONG SAID NORTH LINE OF WEST 73RD STREET) THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF WEST 73RD STREET 1103.00 FEET TO A POINT ON THE SOUTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (BEING A LINE 200.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE NORTH LINE OF SAID SECTION 30) THENCE EASTERLY ALONG SAID SOUTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY 488.606 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF WEST 73RD STREET THROUGH THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTHERLY ALONG SAID RIGHT ANGLES LINE 1103.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE USE AND ACCESS EASEMENT AGREEMENT RECORDED MARCH 14, 2006 AS DOCUMENT 0607335400 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 200.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THE NORTHEAST QUARTER OF SECTION 30, LYING EAST OF A LINE DRAWN NORTH, AT RIGHT ANGLES TO THE NORTH LINE OF WEST 73RD STREET (SAID NORTH LINE BEING A LINE 1303.00 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF THE NORTH LINE OF SAID SECTION 30), FROM A POINT ON SAID NORTH LINE OF WEST 73RD STREET THAT IS 1198.00 FEET, MEASURED ALONG SAID NORTH LINE, EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, TOGETHER WITH THE WEST 50.00 FEET OF THE NORTH 200.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH AND WEST LINES THEREOF, OF THE NORTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

## Site 10

### PARCEL 1:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE, 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES 00 SECONDS TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1839.03 FEET TO THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 160.00 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 18, 1972 AS DOCUMENT NUMBER 21980477; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., SAID NORTHEASTERLY LINE BEING A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, A DISTANCE OF 576.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD 80 FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT 21332308; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD A DISTANCE OF 160.05 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF

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SAID WEST BOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING, AND THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 572.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 24, 1969 AS DOCUMENT NUMBER 20790107; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE (ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS) A DISTANCE OF 25.80 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 41.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 613.105 FEET, A DISTANCE OF 138.04 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 594.505 FEET, A DISTANCE OF 59.04 FEET MORE OR LESS TO A POINT ON SAID HEREINABOVE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEASURED ALONG SAID PARALLEL LINE SOUTHWEST FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SECTION 22; THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE (BEING 150 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.90 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET, A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, THENCE SOUTHWESTWARDLY ALONG A LINE 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH

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THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS 275 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE PROPERTY LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD (BEING A LINE 80 FEET MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE LANDS OF SANTA FE LAND IMPROVEMENT COMPANY) A DISTANCE OF 275.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 570.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1999.03 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCEL OF LAND; THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 420.61 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28 1970 AS DOCUMENT NUMBER 2114823; THENCE SOUTHWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. (SAID SOUTHEASTERLY PROPERTY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET), A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE), A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET) A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID PROPERTY LINE



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(WHICH IS HERE A LINE 196.63 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID WEST BOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD, 80 FEET WIDE, AS DEDICATED BY THE INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, A DISTANCE OF 8.40 FEET TO A DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, DEFLECTING 1 DEGREES 15 MINUTES 37 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 741.84 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING; THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 576.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

ALL THAT PART OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WESTBOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLELL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE FIRST POINT OF BEGINNING OPPOSITE RAILWAY CHAINING STATION 767+86.9; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 597.64 FEET, MORE OR LESS, TO A POINT 28 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF A 24 FOOT WIDE ASPHALT PAVEMENT; THENCE SOUTHWESTERLY ALONG A LINE 28 FEET NORTHWESTERLY OF, NORMALLY DISTANT FROM, AND PARALLEL TO SAID CENTERLINE OF SAID PAVEMENT AND FORMING AN ANGLE OF 90 DEGREES 12 MINUTES 15 SECONDS AS MEASURED FROM NORTHWEST TO SOUTHWEST, A DISTANT OF 402.92 FEET, MORE OR LESS, TO A POINT 33 FEET NORTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF 67TH STREET EXTENDED; THENCE NORTHWESTERLY ALONG A LINE 33 FEET NORTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF SAID STREET, AND FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 15 SECONDS AS MEASURED FROM NORTHEAST TO NORTHEAST, A DISTANT OF 598.17 FEET, MORE OF LESS TO A POINT 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID

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RAILWAY COMPANY'S WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE, SAID RAILWAY COMPANY'S WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 90 DEGREES 04 MINUTES 30 SECONDS AS MEASURED FROM SOUTHEAST TO NORTHEAST, A DISTANCE OF 402.00 FEET, MORE OR LESS, TO THE FIRST POINT OF BEGINNING, (EXCEPTING THEREFROM A STRIP OF LAND PREVIOUSLY CONVEYED TO THE CHICAGO DISTRICT PIPELINE COMPANY BY WARRANTY DEED, SECRETARY'S NUMBER 43057 DATED AUGUST 21, 1953 AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET, THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL

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WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS IN FAVOR OF PARCEL 4 FOR INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED DATED AUGUST 21, 1953 AND RECORDED JUNE 9, 1955 AS DOCUMENT 16285385, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET; THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL

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WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## Site 11

THE EAST 534 FEET OF THE WEST 1047 FEET OF LOT 14 IN BEDFORD INDUSTRIAL PARK, BEING A SUBDIVISION OF PARTS OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1971 AS DOCUMENT 21573206, IN COOK COUNTY, ILLINOIS.

## Site 12

PARCEL 1:

THAT PART OF THE WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 33.00 FEET OF SAID SOUTHWEST 1/4 OF SECTION 21, WITH A LINE WHICH IS 959.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21; AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1137.53 FEET TO A POINT WHICH IS 599.85 FEET, MEASURED ALONG SAID PARALLEL LINE, WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21 THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO SAID PARALLEL LINE, AND HAVING A RADIUS OF 420.00 FEET, A DISTANCE OF 529.45 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200.00 FEET, MEASURED PERPENDICULAR, WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21; THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 118.21 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1369.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1537.47 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 33.00 FEET TO THE SOUTHWEST 1/4 OF SECTION 21; AND THENCE NORTH ALONG THE WEST LINE OF THE EAST 534 FEET AFORESAID A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC OVER PORTIONS OF THE LAND TO THE SOUTH (REFERENCE PARCEL A), AS CREATED, DEFINED AND LIMITED BY GRANT OF EASEMENT DATED JULY 30, 1973 AND RECORDED JULY 31, 1973 AS DOCUMENT 22420749.

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## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PARTY WALL AGREEMENT RECORDED AS DOCUMENT 95229258 TO ALLOW FOR REPAIRS, ALTERATIONS, ADDITIONS OR MODIFICATIONS AND ACCESS TO MAKE SAID CHANGES, TO THE PARTY WALL LOCATED ALONG THE SOUTH LINE OF THE LAND INSURED HEREIN.

## PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION REGARDING SHARED CORRIDOR RECORDED AS DOCUMENT 0824145099, FOR THE MAINTENANCE, REPAIR AND USE OF THAT PORTION OF THE SHARED CORRIDOR LOCATED ON THE PARCEL OF LAND LYING SOUTH OF AND ADJOINING LAND AND USE OF THE SHARED CORRIDOR FOR PEDESTRIAN AND EQUIPMENT INGRESS AND EGRESS.

## PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE FIRE PROTECTION SYSTEM EASEMENT AGREEMENT RECORDED AS DOCUMENT 0911245014 RELATING TO SHARED USE OF THE FIRE PROTECTION SYSTEM AND THE LOCATION, MAINTNENACE, REPAIR AND REPLACEMENT OF PIPES AND EQUIPMENT.

## Site 13

### PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF CRAWFORD AVENUE (BEING A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID); AND THE SOUTH LINE OF THE NORTH 589.50 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1151.72 FEET TO THE EAST LINE OF THE WEST 125.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE 548.0 FEET TO A POINT ON A LINE 1137.49 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 1152.30 FEET TO THE WEST LINE OF CRAWFORD AVENUE HEREINBEFORE DESCRIBED; THENCE NORTHERLY ALONG SAID WEST LINE OF CRAWFORD AVENUE 548.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER RETENTION PURPOSES IN, UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34 AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID (BEING THE CENTER LINE OF VACATED 131ST STREET, VACATED AS PER DOCUMENT NO. 19896051); THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 40 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE 114 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 193.50 FEET TO A POINT ON A LINE 1137.49 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, THENCE WESTERLY ALONG SAID PARALLEL LINE 114 FEET TO A POINT 40 FEET EAST OF THE EAST LINE OF THE WEST 125 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 193.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CREATED IN EASEMENT AGREEMENT DATED JANUARY 13, 1974 AND RECORDED MAY 2, 1974 AS DOCUMENT 22703482 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY AS DOCUMENT LR2750575, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER RETENTION IN, UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AND THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID (BEING THE CENTER LINE OF VACATED 131ST STREET, VACATED AS PER DOCUMENT NUMBER 19896051); THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 AFORESAID, 40 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST 226.57 FEET TO A POINT 40 FEET EAST OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 114 FEET; THENCE NORTH 0 DEGREES, 13 MINUTES 08 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34,

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AFORESAID, 226.50 FEET TO THE AFOREMENTIONED NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID NORTH LINE 114 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS, AS CREATED IN EASEMENT AGREEMENT RECORDED MAY 2, 1974 AS DOCUMENT 22703482 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR2750575, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH A DITCH, AND INGRESS AND EGRESS FOR RAIL SERVICES OVER THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 20 FEET OF THE WEST 155 FEET OF THE NORTH 700 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART LYING NORTH OF THE LINE 1685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34).

THE SOUTH 60 FEET OF THE EAST 10 FEET OF THE WEST 135 FEET OF THE NORTH 700 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY SUPPLEMENTAL AGREEMENT MADE BY AND BETWEEN UNION CARBIDE CORPORATION; LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162, RECORDED MARCH 12, 1979 AS DOCUMENT 24875767.

#### PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH AN OVERFLOW PIPE AND A DITCH OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID, AND A LINE 1,685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 10 FEET TO A POINT OF BEGINNING, THENCE NORTH 0 DEGREES 13 MINUTES 8 SECONDS WEST, A DISTANCE OF 148.31 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST A DISTANCE OF 20 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST, A DISTANCE OF 20 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE

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OF 30 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST, A DISTANCE OF 108.31 FEET TO THE LINE 1,685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 AFORESAID, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY DOCUMENT BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162 RECORDED MARCH 12, 1979 AS DOCUMENT 24876156 AND RERECORDED MARCH 26, 1979 AS DOCUMENT 24892004.

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Permanent Index Numbers:

10-29-402-032-0000  
09-28-300-038-0000  
08-35-103-021-0000  
19-29-100-060-0000  
19-29-200-039-0000  
19-29-200-062-0000  
19-30-200-030-0000  
18-22-200-018-0000  
18-22-304-004-0000  
18-22-304-007-0000  
18-22-304-010-0000  
18-22-304-021-0000  
19-19-301-012-0000  
24-21-300-020-0000  
24-34-201-026-0000

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