### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

Jeffrey J. Wild, Esq. Benesch Friedlander Coplan & Aronoff LLP 200 Public Square, Suite 2300 Cleveland, Ohio 44114

WHEN RECORDED MAIL TO:

Jeffrey J. Wild, Esq.
Benesch Friedlander Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Obio 44114



Doc#: 1201916059 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/19/2012 12:11 PM Pg: 1 of 13

**E ONLY** 

This Hazardous Substances Inde in ity Agreement prepared by:

Jeffrey J. Wild, Esq.
Benesch, Friedlander, Coplan & Aronoff L.P.
200 Public Square
Suite 2300
Cleveland, OH 44114-2378
(216) 363-4500

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT. DATED AS OF THE DATE HEREOF, AMONG HALSTED PERSHING MORGAN LLC, KJP. HOLDINGS CO., INC., AND UNION NATIONAL BANK.

#### HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated November 21, 2011, is made and executed among HALSTED PERSHING MORGAN LLC, whose address is 20 S. CLARK STREET, SUITE 620, CHICAGO, IL 60603 (sometimes referred to below as "Borrower"); DAYYON STREET PARTNERS LLC ("Dayton Partners"), whose address is 20 S. CLARK STREET, SUITE 620, CHICAGO, IL 60603; HOWARD A. WEDREN, an individual ("Wedren"), whose address is 20 S. CLARK STREET, SUITE 620, CHICAGO, IL 60603 (Dayton Partners and Wedren are sometimes collectively referred to below as "Guarantor" and together with Borrower, referred to collectively as "Indemnitor"); and KJH HOLDINGS CO., INC., an Ohio corporation, whose address is c/o RIK Enterprises, LLC, 200 Public Square, Suite 2500, Cleveland, Ohio 44114 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "**Property**" as used in this Agreement means the following Real Property located in COOK County, State of Illinois:

TIPEST AMERICAN

THE # NCS 513864 AKAVAS

4 OF 6

1201916059 Page: 2 of 13

# UNOFFICIAL COPY HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

red) Page 2

#### SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as 815 W. PERSHING ROAD, CHICAGO, IL. The Real Property tax identification number is SEE ATTACHED EXHIBIT A.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Subject to disclosures runde and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the

1201916059 Page: 3 of 13

### HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

Page 3

Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- Any spill, release or disposal of a Hazardous Substance on any of the Property, or in (1) connection with any of us operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- Any contamination, or interest threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property
- Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such

1201916059 Page: 4 of 13

# UNOFFICIAL COPY HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

ued) Page 4

audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the Survival section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reintoursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (20) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

1201916059 Page: 5 of 13

# HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT

(Continued)

Page 5

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not pronibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall be interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or variate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by he laws of the State of Ohio. This Agreement has been accepted by Lender in the State of Ohio.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of Cuyahoga County, State of Ohio.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or

1201916059 Page: 6 of 13

### IOFFICIA HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT

(Continued)

Page 6

withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid. directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties. specifying that the purpose of the notice is to change the party's address. For notice purposes. Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to my Indemnitor is deemed to be notice given to all Indemnitors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceatie as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Indemnity Agreement, as this Hazardous Substances Indemnity Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Indemnity Agreement from time to time.

1201916059 Page: 7 of 13

# UNOFFICIAL COPY HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

(Continued)

Page 7

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebted ie's" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means KJH Holdings Co., Inc., an Ohio corporation, and its successors and assigns.

Note. The word "Note" means the Note executed by HALSTED PERSHING MORGAN LLC in the principal amount of \$3,043,324.00 dated November 21, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "**Property**" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

[balance of page intentionally blank; signatures to follow]

1201916059 Page: 8 of 13

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#### HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

Page 8

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED NOVEMBER 21, 2011.

**BORROWER:** 

HALSTED PERSHING MORGAN LLC

HALSTED PERSHING DAYTON, LLC, its Manager BY:

> BY: DAYTON STREET PARTNERS LLC, its Manager

edren, Sole Member Coot County Clert's Office

**GUARANTOR:** 

STREET PARTNERS LLC

By:

Wedren, Sole Member

individually

[SIGNATURE PAGE TO HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT]

1201916059 Page: 9 of 13

## **UNOFFICIAL COPY**

## HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

Page 9

LENDER:

KJH HOLDINGS CO., INC., an Ohio corporation

Dropperty of Coot County Clert's Office Nathan Klein, Vice President

[SIGNATURE PAGE TO HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT]

1201916059 Page: 10 of 13

## **UNOFFICIAL COPY**

## HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

Page 10

STATE OF ILLINOIS	)					
	) SS					
COUNTY OF COOK	)					
On this	PERSHING DA me to be a memb stances Indemni d of the limited ement, for the us	Sole Member YTON, LLC, per or designate ty Agreement a liability compasses and purpose	of DAYT Manager ed agent of and acknowny, by authers therein r	ON STRE of HALS? the limited wledged the nority of standard mentioned,	EET PATED PE liability e Agreen tute, its and on o	RTNERS RSHING company nent to be articles of bath stated
By Carol a. Nau	glton	Residing at _	443	HAMEST	EAD I	en.
Notary Public in and for the State	of TI	Residing at _	LA GRA	NGE P	PRK, J 60	11
My commission expires <u>Aug</u>	23, 201.	OUNX	My Com	OFFICIAL SEA AROL A. NAUG y Public - State mission Expires	HTON of Illinois	2
STATE OF ILLINOIS	)	J	C/6/			
	) SS		0	6.		
COUNTY OF COOK	)			4		
On this	id known to me e Hazardous Su untary act and o or its operating mentioned, and	to be a memily to be a memily be to be a memily betances Indemily deed of the limit agreement, are on oath stated	re me, the  and as S  ber or des  nnity Agre-  nited liability  and his free  that he or	unders gnotole Membignated age ement and a lity companiand volunt she is authorized.	er of Den of the acknowledge, by autary act and acrossed to the contract of th	DAYTON  ne limited  ded the  thority of  and deed
By Carol, G. Naug	_					00
Notary Public in and for the State		Residing at _ 人	AGRAN	16E PA	RK.	JL.
My commission expires <u>Aug</u>					60	)5 Z/E
	1 2	*** V ********************************	} No	OFFICIAL S CAROL A. NAU tary Public - Sta	JGHTON ate of Illinois	

1201916059 Page: 11 of 13

## **UNOFFICIAL COPY**

# HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT (Continued)

Page 11

On this	STATE OF OHIO	)				
On this		) SS				
personally appeared Nation Klein, Vice President of KJH HOLDINGS CO., INC., an Ohio corporation and known to me to be the Lender that executed the within and foregoing instrument and acknowledges said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise for the uses and purposes therein mentioned, and or oath stated that he is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.  By Melissa D Cummins, Notary Public in and for the State of Ohio My commission expires MARCH 29, 2014  MELISSA D CUMMINS, NOTARY PUBLIC IN AND FOR THE STATE OF OHIO MY COMMISSION EXPIRES MARCH 29, 2014	COUNTY OF CUYAHOGA	)				
	personally appeared Nathun K and known to me to be the Lessaid instrument to be the free Lender through its board of dioath stated that he is authorized seal of said Lender.  By Musik	lein, Vice President of KJF ander that executed the with and voluntary act and detectors or otherwise for the ed to execute this said instructed to execute the said instructed of the edge of the edg	HOLDINGS CO., INC., an Ohio corporation and foregoing instrument and acknowledged of the said Lender, duly authorized by the uses and purposes therein mentioned, and the ument and that the seal affixed is the corporation of the corporation o	ior geo the or ate		

1201916059 Page: 12 of 13

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#### EXHIBIT A

#### **Legal Description**

ALL THAT PART OF LOTS 1 AND 2 IN STOCKYARDS SUBDIVISION OF THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH HALSTED STREET, BEING A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5 AND THE SOUTH LINE OF WEST PERSHING ROAD AS OPENED AND WIDENED TO 108 FEET BY ORDINANCE PASSED JUNE 3, 1929; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 625.32 FEET TO A POINT 665 FEFT WEST FROM THE EAST LINE OF SAID SECTION 5; THENCE WEST ALONG SAID COUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 92.00 FEET TO A POINT THAT IS 757 FEET WEST OF THE EAST LINE OF SAID SECTION 5: THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 179.84 FEET TO A POINT 233.85 FEET SOUTH OF THE NORTH LINE AND 757.00 FEET WEST OF THE EAST LINE OF SAID SECTION 5: THENCE WEST A DISTANCE OF 118.49 FEET TO A POINT 234.01 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5: THENCE SOUTH ALONG A LINE I)PA.WN PARALLEL WITH AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 27.34 FEET TO A POINT 261.35 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE WEST 414.82 FEET TO A POINT 256.95 FEET SOUTH OF THE NORTH LINE AND 1290.28 FEET WEST OF THE EAST LINE OF SAID SECTION 5, BEILG THE EAST LINE OF SOUTH MORGAN STREET AS DEDICATED BY PLAT RECORDED DECEMBER 6, 1968 AS DOCUMENT NO. 20697167; THENCE SOUTH ALONG SAID LAST LINE OF SOUTH MORGAN STREET, A DISTANCE OF 204.20 FEET TO A POINT 461.15 FEET SOUTH OF THE NORTH LINE AND 1290.24 FEET WEST OF THE EAST LINE OF SAID SECTION 5: THENCE EAST, 850.93 FEET TO A POINT 462.62 FEET SOUTH OF THE NORTH LINE AND 439.31 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 805.32 FEET, A DISTANCE OF 265.53 FEET, TO A POINT 507.84 FEET SOUTH OF THE NORTH LINE AND 178.94 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 1949.48 FEET, A DISTANCE OF 150.06 FEET, TO A POINT IN THE WEST LINE OF SOUTH HALSTED STREET, BEING A POINT 564.24 FEET SOUTH OF THE NORTH LINE AND 40 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID WEST LINE OF SOUTH HALSTED STREET, A DISTANCE OF 531.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART LYING SOUTHERLY AND SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 353.15 FEET SOUTH OF THE NORTH LINE AND 1290.26 FEET WEST OF THE EAST LINE OF SAID SECTION 5, BEING THE EAST LINE OF SOUTH MORGAN STREET, AFORESAID; THENCE EAST, A DISTANCE OF 851.86 FEET TO A POINT 354.62 FEET SOUTH OF THE. NORTH LINE

1201916059 Page: 13 of 13

### **UNOFFICIAL COPY**

AND 438.40 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 913.32 FEET, AN ARC DISTANCE OF 301.14 FEET TO A POINT 405.91 FEET SOUTH OF THE NORTH LINE AND 143.11 FEET WEST OF THE EAST LINE OF SAID SECTION 5, THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 2057.48 FEET, A DISTANCE OF 110.81 FEET, TO A POINT ON THE WEST LINE OF SOUTH HALSTED STREET, BEING A POINT 446.31 FEET SOUTH OF THE NORTH LINE AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 5, BEING ALSO THE POINT OF TERMINUS.)

(ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO A POINT 33.00 FEET SOUTH OF THE NORTH LIVE OF SECTION 5 AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 5, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF HALSTED STREET AND THE SOUTH LINE OF PERSHING ROAD; THENCE SOUTH 00 DEGREES 05 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE OF HALSTED STREET A DISTANCE OF 100 FEET TO THE INTERSECTION OF SAID WEST LINE WITH A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 5; THENCE NORTH 89 DEGREES 49 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 208.33 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH HE SOUTH LINE OF 2 SECONDS EAST ALONG THE DISTANCE OF 208.44 FEET TO SAID POINT TILLINOIS.)

PIN numbers: 20-05-200-009 - 600 6
20-05-200-161 - 000 6

Common Address: 815 W. Pershing Road, Chicago, Illinois, 60609 THE SOUTH LINE OF PERSHING ROAD: THENCE NORTH 88 DEGREES 14 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID PERSHING ROAD A DISTANCE OF 208.44 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY,