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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Doc#: 1230419079 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/30/2012 01:33 PM Pg: 1 of 21

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 15-04-204-031-0000

**Address:**

**Street:** 2600 North Avenue

**Street line 2:** Store 826

**City:** Melrose Park ✓

**State:** IL

**ZIP Code:** 60160

**Lender:** ✓ Wells Fargo Bank, National Association, in its capacity as Administrative Agent

**Borrower:** ✓ The Pep Boys Manny Moe & Jack, a California corporation

**Loan / Mortgage Amount:** \$200,000,000.00 ✓

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

S Yes  
P 21  
S N  
M N  
SC Yes  
E Yes  
INT Local

Certificate number: 50517FC6-A2EB-46D9-AD33-F63684C6CA43

Execution date: 10/01/2012

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PREPARED BY ~~AND WHEN~~  
RECORDED MAIL TO:

King & Spalding LLP  
1180 Peachtree Street NE  
Atlanta, Georgia 30309-3521  
Attention: Saran R. Borders, Esq.

Property Address: 2600 North  
Avenue, Melrose Park, Illinois 60160

PIN(s): 15-04-204-031

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT  
OF LEASES AND RENTS AND FIXTURE FILING**  
(With Future Advances and Future Obligations  
Governed by 765 ILCS 5/39 and 735 ILCS 5/15-1302)

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "Mortgage") is made and entered into as of the 14th day of October, 2012, by and between THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA, a California corporation, with an address of 3101 W. Allegheny Avenue, Philadelphia, Pennsylvania 19132, with a Tax Identification Number of 95-1099890 and an Organization Identification Number of C0151601 (the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor-by-merger to Wachovia Bank, National Association), a national banking association, in its capacity as administrative agent, with an address at 1525 West W.T. Harris Blvd., MACD 1109-019, Charlotte, North Carolina 28262 (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement described herein (collectively, the "Lenders"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

RECITALS:

WHEREAS, The Pep Boys-Manny Moe & Jack, a Pennsylvania corporation ("Pep Boys"), the Domestic Subsidiaries of Pep Boys, and the Credit Parties entered into that certain Amended and Restated Credit Agreement dated as of October 27, 2006 (the "Existing Credit

Return to:

Zonia N. Veal  
First National Financial Title Services, Inc.  
3237 Satellite Blvd, Bldg 300, Suite 450  
Duluth, GA 30096  
File No. H7681-J

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Agreement”) pursuant to which the Administrative Agent and the lenders party thereto established a senior secured credit facility in favor of Pep Boys;

WHEREAS, Grantor and the other Borrowers desire to amend and restate the Existing Credit Agreement by entering into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), in order for the Lenders to make and extend a term loan to the Borrowers in a principal amount of \$200,000,000;

WHEREAS, Grantor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Lenders have agreed to enter into the Credit Agreement provided that, among other things, the Grantor executes and delivers this Mortgage as provided herein.

## WITNESSETH:

The Grantor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to Administrative Agent and Administrative Agent’s successors and assigns, a continuing security interest in and to all of Grantor’s right, title and interest in and to the following described land, real property interests, buildings, improvements and fixtures:

(a) All that tract or parcel of land and other real property interests in Cook County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Land”), and all of the Grantor’s right, title and interest in and to rights appurtenant thereto, including easement rights; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the “Improvements”) and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures now or hereafter owned by the Grantor and attached to or contained in and used in connection with the aforesaid Land and Improvements (collectively, the “Fixtures”), and all articles of personal property now or hereafter owned by Grantor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto), and all

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renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner, but specifically excluding all articles of personal property, furniture, furnishings, trade fixtures and equipment used in connection with the operation of Grantor's business (as distinguished from the operation of the Improvements), including without limitation, telephones, communication equipment, computer equipment, above ground tanks, lifts, racking, tools and service equipment (the "Tangible Personalty") and all proceeds of the Tangible Personalty, and all appurtenances to the Land (the "Appurtenances") and all proceeds and products of the Land, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Liens and Permitted Encumbrances (hereinafter defined), to the Administrative Agent and the Administrative Agent's successors and assigns to secure the Indebtedness (as hereinafter defined) and other obligations herein recited; provided that should the indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the Credit Parties timely and fully discharge their obligations secured hereby and satisfy the obligations in full, the lien and security interest of this Mortgage shall cease and be void and Administrative Agent or its successor or assign shall promptly cause a satisfaction, release and discharge of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and virtue.

And, as additional security for said Indebtedness, the Grantor hereby assigns to the Administrative Agent all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits"), reserving only the right to the Grantor to collect and apply the same as Grantor chooses as long as there shall exist no Event of Default (as defined in Article III).

As additional collateral and further security for the Indebtedness (as hereinafter defined), the Grantor does hereby assign to Administrative Agent and grants to Administrative Agent a security interest in all of the right, title and the interest of the Grantor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating to the Premises (the "Intangible Personalty") or any part thereof, and the Grantor agrees to execute and deliver to the Administrative Agent such additional instruments, in form and substance reasonably satisfactory to the Administrative Agent, as may hereafter be requested by the Administrative Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Administrative Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Administrative Agent any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest

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contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Grantor as licensee, lessee or otherwise, to the extent that (a) such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (b) such consent has not been obtained; provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

Tangible Personalty and Intangible Personalty shall expressly exclude such personal property (and the products and proceeds thereof) as has been pledged to secure obligations arising under the Revolving Credit Agreement.

All the Tangible Personalty which comprise a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. Grantor hereby grants a security interest as to the balance of the Tangible Personalty and the Intangible Personalty, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Administrative Agent. In that regard, the Grantor grants to the Administrative Agent all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Grantor and the Administrative Agent covenant, represent and agree as follows:

## ARTICLE I

### Indebtedness Secured

1.1 Indebtedness. This Mortgage is given to secure the payment of (a) all Credit Party Obligations and other indebtedness and obligations now or hereafter owing under the Term Notes, the Credit Agreement, this Mortgage and the other Credit Documents from the Credit Parties to any Lender or Administrative Agent, howsoever evidenced, created, incurred or acquired, whether primary, secondary, direct, contingent, or joint and several, including but not limited to those certain Term Notes in favor of Lenders in the aggregate principal amount of \$200,000,000.00, each maturing six (6) years from the date hereof, which accrue interest at variable rates equal to (i) the Alternate Base Rate plus the Applicable Percentage (as to any Alternate Base Rate Loans, or (ii) the LIBOR Rate plus the Applicable Percentage (as to any LIBOR Rate Loans), (b) all obligations and liabilities arising under Secured Hedging Agreements and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (collectively, the "Indebtedness").

1.2 Future Advances. This Mortgage is given to secure the Indebtedness and the repayment of the aforesaid credit facility together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest



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and also to secure: (i) all future advances and readvances that may subsequently be made to or for the benefit of Pep Boys, the Grantor or the Premises by the Lenders evidenced by any promissory notes given in connection with the aforesaid credit facility, and all renewals, modifications, replacements and extensions thereof; and (ii) all other indebtedness of the Credit Parties to the Lenders pursuant to the credit facility, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$200,000,000, plus interest thereon, and all charges and expenses of collection incurred by Administrative Agent in connection with the Credit Agreement, including court costs and reasonable attorney's fees. This Mortgage is governed by 765 ILCS 5/39 and 735 ILCS 5/15-1302. The lien of this Mortgage secures payment of existing obligations and future advances and future obligations made or incurred pursuant to the Credit Agreement to the same extent as if such future advances or future obligations were made or incurred on the date of execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

1.3 Business Purpose. Grantor represents that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4 (1)(a) or (l) of the Illinois Compiled Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of that Section. Grantor represents and agrees that the indebtedness secured hereby is exempt from the limitation upon the amount of interest that may be charged under 815 ILCS 205/4 for one or more of the reasons set forth in that statute.

1.4 Operative Agreements. The proceeds of the loans secured hereby are to be disbursed by the Administrative Agent in accordance with the provisions contained in the Credit Documents, including specifically without limitation, the Credit Agreement.

## ARTICLE II

### Grantor's Covenants, Representations and Agreements

2.1 Title to Property. The Grantor represents and warrants to the Administrative Agent (i) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances, except for the Permitted Liens, and title to all such other property is free and clear of all encumbrances, except for Permitted Liens and the matters shown on the title commitment for the Premises delivered to the Administrative Agent, if any (the "Permitted Encumbrances"), (ii) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens and (iii) that it will warrant and defend the title to such property except for the Permitted Encumbrances and Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personalty, the Grantor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Encumbrances and the Permitted Liens.

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2.2 Taxes and Fees. The Grantor will pay prior to delinquency all taxes, general and special assessments, permit fees, inspection fees, user fees, license fees, water and sewer charges, and franchise fees lawfully levied, imposed or asserted by the United States of America or any state, county, municipality or other taxing authority upon the Grantor in respect of the Premises or any charge which, if unpaid, would become a lien or charge upon the Premises prior to or equal to the lien of this Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in the distribution of the proceeds of any foreclosure sale of the Premises (collectively, "Governmental Assessments") and all insurance premiums due and payable in connection with maintaining the insurance required under Section 2.9(a) as required by the terms and conditions of Section 5.5 of the Credit Agreement (and the Grantor, upon request of the Administrative Agent, will submit to the Administrative Agent receipts evidencing said payments). Grantor shall also pay all mortgage taxes, recording fees and all other costs and expenses, if any, due or payable in connection with the execution, delivery and/or recording of this Mortgage and in connection with any advance secured by this Mortgage.

2.3 Reimbursement. Subject to the right of Grantor set forth in Section 5.3 of the Credit Agreement to contest any tax assessment or charge, the Grantor agrees that if it shall fail to pay on or before the date that the same become delinquent any Governmental Assessment or any utility charge, whether public or private, or any insurance premium, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2, 2.3 or 2.6 hereof, then the Administrative Agent, at its option, may pay or procure the same and will give the Grantor prompt notice of any such expenditures. The Grantor will reimburse the Administrative Agent within thirty (30) days of demand for any sums of money paid by the Administrative Agent pursuant to this Section, together with interest on each such payment at the ABR Default Rate, and all such sums and interest thereon shall be secured hereby.

2.4 Additional Documents. The Grantor agrees to execute and deliver to the Administrative Agent, concurrently with the execution of this Mortgage and upon the reasonable request of the Administrative Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Grantor hereby authorizes the Administrative Agent to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Administrative Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted in the Credit Agreement and the documents executed in connection therewith in accordance with the Illinois Uniform Commercial Code as adopted and as in effect in the State of Illinois (the "Illinois UCC").

2.5 Sale or Encumbrance. Except as otherwise permitted in the Credit Agreement, the Grantor will not sell, encumber or otherwise dispose of any of the Tangible Personalty except to incorporate such into the Improvements or replace such with goods of quality and value at least equal to that replaced. In the event the Grantor sells or otherwise disposes of any of the Tangible Personalty other than as permitted above, the Administrative Agent's security interest in the proceeds of the Tangible Personalty shall continue pursuant to this Mortgage.

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2.6 Fees and Expenses. The Grantor will promptly pay upon demand any and all reasonable costs and expenses of the Administrative Agent, (a) as required under Section 9.5 of the Credit Agreement and (b) as necessary to protect the Premises, the Rents and Profits or the Intangible Personalty in accordance with Section 5.6 hereof, or to exercise any rights or remedies under this Mortgage or with respect to the Premises, Rents and Profits or the Intangible Personalty. All of the foregoing costs and expenses shall be secured hereby.

2.7 Leases and Other Agreements. Without first obtaining on each occasion the written approval of the Administrative Agent, the Grantor shall not, except as permitted by the Credit Agreement, enter into, cancel, surrender or materially modify or permit the cancellation of any material lease now or hereafter affecting the Premises, or materially modify any of said instruments, or accept or permit to be made any prepayment (more than one month) of any installment of rent or fees thereunder. The Grantor shall faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each of said material leases, now or hereafter existing, on the part of the Grantor to be kept and performed (including performance of all covenants to be performed under any and all leases of the Premises or any part thereof) and shall at all times use commercially reasonable efforts to enforce, with respect to each other party to said agreements, all material obligations, covenants and agreements by such other party to be performed thereunder.

2.8 Maintenance of Premises. The Grantor will abstain from and will not permit the commission of any material waste in or about the Premises and will maintain, or cause to be maintained, the Premises in reasonable condition and repair, ordinary wear and tear and obsolescence excepted.

2.9 Insurance.

(a) Types Required. The Grantor shall maintain insurance for the Premises as set forth in Section 5.5 of the Credit Agreement. In addition to the requirements set forth in Section 5.5 of the Credit Agreement, if any part of the improvements is located in an area having "special flood hazards" as defined in the Federal Flood Disaster Protection Act of 1973, a flood insurance policy as may be required by law naming the Administrative Agent as lender must be submitted to the Administrative Agent. The policy must be in such amount, covering such risks and liabilities and with such deductibles or self-insurance retentions as are in accordance with normal industry practice.

(b) Use of Proceeds. The Grantor assigns to the Administrative Agent any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Grantor is entitled. Notwithstanding the foregoing, the Grantor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises in accordance with Sections 2.4(b)(ii) and 5.14(h) of the Credit Agreement and otherwise in the discretion of the Administrative Agent. To the extent such proceeds are applied to the repayment of the balance due under the Term Notes and the other Credit Documents, if such proceeds exceed the balance due under the Term Notes and other Credit Documents, any such excess shall be repaid to the Grantor.



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(c) Statutory Notice-Insurance. Unless the Grantor provides the Administrative Agent with evidence of the insurance coverage required by this Mortgage and the other Credit Documents, the Administrative Agent may purchase insurance at the Grantor's expense to protect the Administrative Agent's interests in the Premises. This insurance may, but need not, protect the Grantor's interest. The coverage that the Administrative Agent purchases may not pay any claim that the Grantor may make or any claim that is made against the Grantor in connection with the Premises. The Grantor may later cancel any insurance purchased by the Administrative Agent, but only after providing the Administrative Agent with evidence that the Grantor has obtained insurance as required by this Mortgage. If the Administrative Agent purchases insurance for the Premises, the Grantor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provisions of this Mortgage, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance the Grantor may be able to obtain on its own.

2.10 Eminent Domain. Subject to the provisions of the Credit Agreement, the Grantor assigns to the Administrative Agent any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Grantor is entitled, and such proceeds or awards shall be applied as set forth in Section 5.14 of the Credit Agreement and otherwise in the discretion of the Administrative Agent. If such proceeds exceed the balance due under the Term Notes and other Credit Documents, any such excess shall be repaid to the Grantor. The Grantor agrees to execute such further assignments and agreements as may be reasonably required by the Administrative Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Grantor shall promptly notify the Administrative Agent of such requirements or commencement of proceeding (for demolition, condemnation or other taking).

2.11 Releases and Waivers. The Grantor agrees that no release by the Administrative Agent of any portion of the Premises, the Rents and Profits or the Intangible Personality, no subordination of lien, no forbearance on the part of the Administrative Agent or the Lenders to collect on the Term Loans, or any part thereof, no waiver of any right granted or remedy available to the Administrative Agent and no action taken or not taken by the Administrative Agent shall, except to the extent expressly released, in any way have the effect of releasing the Grantor from full responsibility to the Administrative Agent for the complete discharge of each and every of the Grantor's obligations hereunder.

2.12 Transfer of Premises. Except as otherwise permitted in the Credit Agreement or this Mortgage, the Grantor covenants and agrees with the Administrative Agent that the Grantor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises, the

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Rents and Profits or the Intangible Personalty or any part thereof or any interest therein or engage in subordinate financing with respect thereto during the term of this Mortgage without the prior written consent of the Administrative Agent.

2.13 Compliance with Law. Except as otherwise permitted in the Credit Agreement, the Grantor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership of the Premises (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls).

2.14 Inspection. Except as otherwise permitted in the Credit Agreement, the Grantor will permit the Administrative Agent, or its agents, at all reasonable times and with advance prior notice to enter and pass through or over the Premises for the purpose of inspecting same; provided, however, so long as no Event of Default has occurred and is continuing inspections shall be at reasonable times, with advance scheduling with the Grantor, and during the Grantor's normal business hours.

2.15 Security Agreement.

(a) Insofar as the fixtures and articles of personal property either referred to or described in this Mortgage are in any way connected with the use and enjoyment of the Premises and which are or are to become "fixtures" (as that term is defined in the Illinois UCC) upon being filed or recorded in the real estate records of the City or County wherein such fixtures are located, this Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of personal property included herein, in compliance with the provisions of the Illinois UCC. Information concerning the security interest herein granted may be obtained at the addresses of the Grantor and the Administrative Agent as set forth herein, a financing statement or statements reciting this Mortgage to be a security agreement, affecting all of said personal property aforementioned, shall be appropriately filed by Administrative Agent. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the Illinois UCC, all at Administrative Agent's sole election. The Grantor and the Administrative Agent agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Grantor and the Administrative Agent that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any fire or hazard insurance policy of (bb) any award in eminent domain proceedings for a taking or for loss of value or (cc) the Grantor's interest as lessor in any present or future lease or rights to income

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growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Grantor or the Administrative Agent as determined by this instrument or impugning the priority of the Administrative Agent's lien, if any, granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Administrative Agent in the event any court shall at any time hold with respect to the foregoing (aa) or (bb) or (cc), that notice of the Administrative Agent's priority of interest to be effective against a particular class of persons, must be filed in the Illinois UCC records.

(b) The Grantor warrants that the name and address of the "Debtor" (which is the Grantor), are as set forth in Section 6.2 hereof; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Grantor warrants that Grantor's exact legal name is correctly set forth in the preamble of this Mortgage. The Grantor agrees to furnish the Administrative Agent with notice of any change in the name, identity, corporate structure, (if and to the extent relevant to the perfection under the Illinois UCC), residence, principal place of business or mailing address of the Grantor within ten (10) days of the effective date of any such change and the Grantor will promptly take any action reasonably deemed necessary by the Administrative Agent to prevent any filed financing statement from becoming misleading or losing its perfected status.

## ARTICLE III

### Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the existence of an Event of Default under the terms of the Credit Agreement.

## ARTICLE IV

### Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the entire balance of the Indebtedness and any other obligations due under the Credit Documents, including all accrued interest, shall, at the option of the Administrative Agent, become immediately due and payable. Upon failure to pay the Indebtedness or reimburse any other amounts due under the Credit Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Administrative Agent at law or in equity, the Administrative Agent may commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of the Grantor hereunder, and the Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subsection, the Grantor waives the defense of laches and any applicable statute of limitations. Upon any foreclosure sale, the Administrative Agent may bid for and purchase the Land and shall be

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entitled to apply all or any part of any indebtedness or obligation secured hereby as a credit to the purchase price. The Grantor releases and waives all rights under the homestead and exemption laws of the State of Illinois. The Grantor acknowledges that the Land does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b) of the Act (as defined in Section 4.3), the Grantor waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage or rights of redemption that may run to the Grantor or any other "Owner of Redemption", as that term is defined in 735 ILCS 5/15-1212. The Grantor hereby knowingly and voluntarily waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law, as well as the benefits of all present and future valuation, appraisal, homestead, stay, redemption and moratorium laws under any Illinois or federal law.

4.2 Proceeds of Sale. Subject to Section 6.5 hereof, the proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in the following order of priority: (a) on account of all reasonable costs and expenses incident to the foreclosure proceedings; (b) all other items that, under the terms of this Mortgage, constitute secured Indebtedness additional to that evidenced by the Term Notes and the Credit Agreement, with interest thereon at the Default Rate and all principal and interest remaining unpaid under the Term Notes and the Credit Agreement, in the order of priority specified in Section 2.8(b) of the Credit Agreement; and (c) the balance to Grantor or its successors or assigns, as its interests may appear.

4.3 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5 Sections 15-1101 et seq. (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. Furthermore, if any provision of this Mortgage grants to the Administrative Agent any rights or remedies, upon default of the Grantor, that are more limited than the rights that would otherwise be vested in the Administrative Agent under the Act, in the absence of said provision, the Administrative Agent shall be vested with the rights granted in the Act, to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by the Administrative Agent (including, without limitation, attorney's fees and expenses incurred in connection with the preparation, filing, and prosecution of a suit foreclosing this Mortgage), to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

## ARTICLE V

### Additional Rights and Remedies of the Administrative Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, immediately and without additional notice and without liability therefor to the Grantor, except for gross negligence, willful



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misconduct or unlawful conduct, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend funds of the Term Loans and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Grantor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Term Notes, this Mortgage, the Credit Agreement or the other Credit Documents, or to aid the execution of any power herein granted; and (g) generally, supervise, manage, and contract with reference to the Premises as if the Administrative Agent were equitable owner of the Premises. Notwithstanding the occurrence of an Event of Default or acceleration of the Term Loans, the Administrative Agent shall continue to have the right to pay money, whether or not funds of the Term Loans, for the purposes described in Sections 2.2, 2.6, and 2.9(c) hereof, and all such sums and interest thereon shall be secured hereby. The Grantor also agrees that any of the foregoing rights and remedies of the Administrative Agent may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Administrative Agent may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled, to the extent permitted under, and in accordance with notice and other substantive and procedural requirements of, the laws of the State of Illinois, to make application for the appointment of a receiver (pursuant to 735 ILCS 5/15-1703) to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof. The receiver shall have all the rights and powers provided for under the laws of the State of Illinois, including without limitation (if each such right or power is provided for under the laws of the State of Illinois at the time of exercise), the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All reasonable costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, the Administrative Agent shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of the Mortgage to the Administrative Agent to the fullest extent permitted by law.



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5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Administrative Agent stated anywhere in the Term Notes, this Mortgage, the Credit Agreement or any of the other Credit Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Term Notes, the Credit Agreement or any of the other Credit Documents are cumulative and may, at the election of the Administrative Agent, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Grantor or the Grantor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall, to the extent permitted by applicable law, be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Grantor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Administrative Agent of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Term Loans and any other Indebtedness secured hereby or to require the Administrative Agent to pursue its remedies against any other such assets.

5.6 Protection of Premises. If Grantor fails to perform the covenants and agreements contained in this Mortgage, the Credit Agreement or any of the other Credit Documents, and such failure continues beyond any applicable grace periods, except in the case of an emergency in which event Administrative Agent may act immediately, then Administrative Agent may take such actions, including, but not limited to disbursements of such sums, as Administrative Agent in its sole reasonable discretion deems necessary to protect Administrative Agent's interest in the Premises.

## ARTICLE VI

### General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "Administrative Agent" shall include any payee of

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the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.2 Notices. All notices, requests and other communications shall have been duly given and shall be effective (a) when delivered by hand, (b) when transmitted via telecopy (or other facsimile device) to the number set out herein, (c) the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or telecopy numbers set forth below, or at such other address as such party may specify by written notice to the other parties hereto; provided, however, that if any notice is delivered on a day other than a Business Day, or after 5:00 P.M. on any Business Day, then such notice shall not be effective until the next Business Day.

to the Grantor:

The Pep Boys Manny Moe & Jack of California  
 3111 W. Allegheny Avenue  
 Philadelphia, Pennsylvania 19132  
 Attention: Mr. David Stern, Chief Financial  
 Officer  
 Telecopier: (215) 430-4640  
 Telephone: (215) 430-9000

with a copy to:

The Pep Boys — Manny, Moe & Jack  
 3111 W. Allegheny Avenue  
 Philadelphia, Pennsylvania 19132  
 Attention: General Counsel  
 Telecopier: (215) 430-4640  
 Telephone: (215) 430-9000

to the Administrative Agent:

Wells Fargo Bank, National Association  
 1525 West W.T. Harris Blvd.  
 MACD1109-019  
 Charlotte, North Carolina 28262  
 Attention: Syndication Agency Services  
 Fax: (704) 715-0017  
 Email: [agencyservices.requests@wellsfargo.com](mailto:agencyservices.requests@wellsfargo.com)

with a copy to:

Wells Fargo U.S. Corporate Banking

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One South Broad, PA4830  
Philadelphia, PA 19107  
Attention: Martha Winters  
Telephone: (267) 321-6714  
Fax: (267) 321-6700  
Email: martha.winters@wellsfargo.com

6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts.

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the State of Illinois.

6.7 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the State of Illinois, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.8 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND THE ADMINISTRATIVE AGENT SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER CREDIT DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER CREDIT DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER CREDIT DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER CREDIT DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE OTHER CREDIT DOCUMENTS.

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(c) THIS WRITTEN MORTGAGE AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

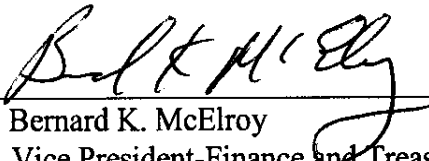
6.9 WAIVER OF JURY TRIAL. THE ADMINISTRATIVE AGENT AND THE GRANTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE ADMINISTRATIVE AGENT AND THE GRANTOR, AND THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE ADMINISTRATIVE AGENT AND THE GRANTOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.10 Request for Notice. The Grantor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Grantor at the address specified in Section 6.2 of this Mortgage.

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IN WITNESS WHEREOF, the Grantor has executed this Mortgage as of the above written date.

THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA

By:   
Name: Bernard K. McElroy  
Title: Vice President-Finance and Treasurer

Property of Cook County Clerk's Office



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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

I Nancy J. Toland, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard K. McElroy the Vice President-Finance and Treasurer of The Pep Boys Manny Moe & Jack of California, a California corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, Bernard K. McElroy, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15<sup>th</sup> day of October, 2012.

Nancy J. Toland  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
My Commission Expires: Oct 24, 2012  
Nancy J. Toland, Notary Public  
City of Philadelphia, Philadelphia County  
Member, Pennsylvania Association of Notaries

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## Exhibit A

### LEGAL DESCRIPTION

#### EXHIBIT "A"

##### PARCEL 1:

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 4 SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF NORTH AVENUE, BEING 97.6 FEET SOUTH OF THE NORTH LINE AND 745.0 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF NORTH AVENUE, ROUTE 64 (AS DEDICATED BY DOCUMENT NUMBER 1201927) 336.0 FEET TO A POINT 152.14 FEET NORTH OF THE NORTH LINE OF OWNER'S SUBDIVISION OF THE EAST 70 ACRES (EXCEPT THE NORTH 15 ACRES AND EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR STREET) OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 4 AFORESAID; THENCE SOUTH 89 DEGREES, 45 MINUTES, 57 SECONDS WEST 396.45 FEET TO A POINT IN THE EASTERLY LINE OF A TRACT CONVEYED BY C. HAUSSERMAN COMPANY TO THE INDIANA HARBOR BELT RAILWAY COMPANY BY DEED RECORDED JULY 8, 1926, AS DOCUMENT 9332022, 150.49 FEET NORTH OF THE NORTH LINE OF OWNER'S SUBDIVISION AFORESAID; THENCE NORTH 00 DEGREES, 12 MINUTES, 47 SECONDS EAST ALONG SAID DESCRIBED LINE FOR A DISTANCE OF 205.904 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY C. HAUSSERMAN COMPANY TO THE INDIANA HARBOR BELT RAILROAD COMPANY BY DOCUMENT 7224782; THENCE NORTH 25 DEGREES, 10 MINUTES, 27 SECONDS EAST ON THE SOUTHEASTERLY LINE OF SAID RIGHT OF WAY FOR A DISTANCE OF 145.86 FEET (DEED) (145.54 FEET MEASURED) TO THE SOUTH LINE OF NORTH AVENUE, AFORESAID; THENCE EAST ON SAID SOUTH LINE OF NORTH AVENUE 333.78 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

EASEMENT FOR STORM SEWER FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FORD LEASING DEVELOPMENT COMPANY TO ALEX A. PIEMONTE, JR. DATED SEPTEMBER 13, 1977 AND RECORDED OCTOBER 4, 1977 AS DOCUMENT 24134059 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 4; SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF NORTH AVENUE, BEING 97.6 FEET SOUTH OF THE NORTH LINE AND 745.0 FEET WEST OF THE EAST LINE OF SECTION 4, AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE

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OF NORTH AVENUE 336.0 FEET TO A POINT 152.114 FEET NORTH OF THE NORTH LINE OF OWNER'S SUBDIVISION OF THE EAST 70 ACRES (EXCEPT THE NORTH 15 ACRES AND EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR STREET) OF THE NORTHEAST ¼ OF SECTION 4, AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID RIGHT ANGLE LINE 75.114 FEET; THENCE SOUTHWESTERLY 313.60 FEET TO A POINT IN THE NORTH LINE OF OWNER'S SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE 93.02 FEET TO THE EASTERLY LINE, EXTENDED SOUTH, OF A TRACT CONVEYED BY C. HAUSSERMAN COMPANY TO THE INDIANA HARBOR BELT RAILWAY COMPANY BY DEED RECORDED JULY 8, 1926, AS DOCUMENT 9332022; THENCE NORTH ALONG SAID DESCRIBED LINE, AS EXTENDED, FOR A DISTANCE OF 150.49 FEET; THENCE EASTERLY 30.0 FEET; THENCE SOUTH ALONG A LINE 30 FEET EASTERLY OF AND PARALLEL WITH THE EAST LINE, EXTENDED SOUTH, OF DOCUMENT 9332022, AFORESAID, A DISTANCE OF 135.61 FEET TO A POINT 15 FEET NORTH OF THE AFOREMENTIONED NORTH LINE OF OWNER'S SUBDIVISION; THENCE NORTHEASTERLY 347.603 FEET TO A POINT IN A LINE 30 FEET WEST OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE NORTH ALONG PARALLEL LINE 51.64 FEET; THENCE EASTERLY 30.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR ELECTRICAL SERVICE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FORD LEASING DEVELOPMENT COMPANY TO ALEX A. PIEMONTE, JR. DATED SEPTEMBER 13, 1977 AND RECORDED OCTOBER 4, 1977 AS DOCUMENT 24134059 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST ¼ OF SECTION 4, SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF NORTH AVENUE, BEING 97.6 FEET SOUTH OF THE NORTH LINE OF 745.0 FEET WEST OF THE EAST LINE OF SECTION 4, AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF NORTH AVENUE ROUTE 64 (AS DESCRIBED BY DOCUMENT NO. 12010927) 489.114 FEET; THENCE WESTERLY 48.0 FEET TO A POINT OF BEGINNING OF EASEMENT; THENCE NORTH 152.114 FEET AT RIGHT ANGLES TO THE NORTH LINE OF OWNER'S SUBDIVISION OF THE EAST 70 ACRES (EXCEPT THE NORTH 15 ACRES AND EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR STREET) OF THE NORTHEAST ¼ OF SECTION 4 AFORESAID; THENCE WESTERLY 40.0 FEET ON A LINE PARALLEL TO THE NORTH LINE OF OWNER'S SUBDIVISION, AFORESAID; THENCE SOUTH 152.114 FEET; THENCE EASTERLY 40.0 FEET ALONG THE NORTH LINE OF OWNER'S SUBDIVISION TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

The property identification numbers for the Premises are: 15-04-204-031

The common street address of the Premises is: 2600 North Avenue, Melrose Park, IL 60160.