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This instrument prepared by and after recording should be returned to:

Doc#: 1313712020 Fee: \$68.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/17/2013 09:01 AM Pg: 1 of 16

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PIN NUMBERS: 20-05-106-004-0000
20-05-106-009-0000
20-05-102-034-0000
20-05-102-037-0000

Common Address: 4124 South Racine Street
Chicago, Illinois 60609

8917981 Kenwa D1 243

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (ILLINOIS)

This Assignment of Rents and Lessor's Interest in Leases (Illinois) (this "Assignment") is executed and delivered as of the 30th day of April, 2013, by Racine Partners, LLC, an Illinois limited liability company (hereinafter called "Mortgagor"), to JPMorgan Chase Bank, N.A., a national banking association ("Lender").

I. BACKGROUND

WHEREAS, prior hereto, Lender provided certain loans, extensions of credit and other financial accommodations to Edsal Sandusky Corporation, a Delaware corporation, as successor by merger to Edsal Sandusky Corporation, an Illinois corporation ("Edsal Sandusky"), Edsal Sandusky TN Corporation, a Delaware corporation, as successor by merger to Edsal Sandusky TN Corporation, an Illinois corporation ("Edsal Tennessee"), Sandusky Lee Corporation, a Delaware corporation, as successor by merger to Sandusky Lee Corporation, an Illinois corporation ("Sandusky Lee") (Edsal Sandusky, Edsal Tennessee and Sandusky Lee are each individually an "Original Borrower" and collectively the "Original Borrowers"), Sandusky Atlantic Corporation, a Delaware corporation, as successor by merger to Sandusky Atlantic Corporation, an Illinois corporation ("Sandusky Atlantic"), and Anderson Road Tampa, LLC, an Illinois limited liability company ("Anderson Road Tampa") (Original Borrowers, Sandusky Atlantic and Anderson Road Tampa are each individually an "Existing Borrower" and collectively the "Existing Borrowers") pursuant to (a) that certain Loan and Security Agreement dated as of December 31, 2003, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 14, 2004, that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2005, that certain Third Amendment to Loan and Security Agreement dated as of April 30,

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2006, that certain Fourth Amendment to Loan and Security Agreement dated as of April 30, 2007, that certain Fifth Amendment to Loan and Security Agreement dated as of January 8, 2008, that certain Sixth Amendment to Loan and Security Agreement dated as of April 30, 2008, and that certain Seventh Amendment to Loan and Security Agreement dated as of April 30, 2009, each by and among Lender and Original Borrowers, as further amended by that certain Eighth Amendment to Loan and Security Agreement dated as of April 1, 2010, that certain Ninth Amendment to Loan and Security Agreement dated as of April 30, 2010, that certain Tenth Amendment to Loan and Security Agreement dated as of March 31, 2011, that certain Eleventh Amendment to Loan and Security Agreement dated as of July 14, 2011, that certain Twelfth Amendment to Loan and Security Agreement dated as of April 30, 2012, and that certain Thirteenth Amendment to Loan and Security Agreement dated as of June 22, 2012, each by and among Lender and Existing Borrowers (as further amended or restated from time to time, collectively the "Loan Agreement"), and (b) the other documents, agreements and instruments referenced in the Loan Agreement or executed and delivered pursuant thereto;

WHEREAS, contemporaneously herewith, Existing Borrowers, Sandusky Buddy Corporation, a Delaware corporation ("Sandusky Buddy"), and Mortgagor (Existing Borrowers, Sandusky Buddy and Mortgagor are each individually a "Borrower" and collectively the "Borrowers") desire Lender to, among other things, (a) provide a new term loan in the principal amount of \$2,600,000.00 which shall be evidenced by that certain Term Note F of even date herewith executed and delivered by Borrowers to Lender (as amended or restated, "Term Note F"), and (b) extend the maturity dates of certain other Loans to Borrowers (collectively the "Additional Financial Accommodations");

WHEREAS, Lender is willing to provide the Additional Financial Accommodations pursuant to that certain Fourteenth Amendment to Loan and Security Agreement of even date herewith by and between Borrowers and Lender, provided, among other things, Mortgagor executes and delivers to Lender (a) that certain Mortgage and Security Agreement (Illinois) of even date herewith (as amended or restated from time to time, the "Illinois Mortgage"), and (b) this Assignment;

WHEREAS, all or a portion of the Liabilities (as defined in the Illinois Mortgage) secured by this Assignment may bear interest at a variable rate from time to time; and

WHEREAS, as a condition to providing the Additional Financial Accommodations, Mortgagor is required, among other things, to execute and deliver this Assignment to Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Mortgagor hereby covenants unto and agrees with Lender as set forth in this Assignment. Except as expressly set forth in this Assignment, all terms which have an initial capital letter where not required by the rules of grammar are used herein as defined in the Illinois Mortgage.

II. ASSIGNMENT

A. To secure the full and timely payment and performance by Borrowers of the Liabilities and the Covenants, including, without limitation, the Liabilities evidenced by or referenced in the Loan Agreement, the Revolving Note, Term Note A, Term Note D, Term Note E, Term Note F, the Illinois

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Mortgage, the Environmental Indemnity Agreement (Illinois) or any of the other Loan Documents, Mortgagor hereby grants, conveys, transfers and assigns to Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Mortgagor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to:

1. rent, lease or let all or any part of the Premises to any party or parties at such price and upon such terms as Lender may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants unto Lender as follows:

A. The Leases and the Income are freely assignable by Mortgagor to Lender, and Mortgagor has full power and authority to make the assignment provided for herein;

B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Mortgagor is currently not in possession of any pre-paid Income;

C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor;

D. Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

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E. There are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;

F. Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Lender, any or all of the Leases or the Income;

G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to Lender;

H. No defaults by Mortgagor or any lessee exist under the Leases and there exists no fact which with the giving of notice or lapse of time or both, would constitute a default under the Leases. Mortgagor will promptly provide Lender with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and

I. Mortgagor shall:

1. observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;

2. not consent to the assignment of the Premises without the prior written consent of Lender;

3. not collect any of the Income more than 30 days in advance of the time when the same shall become due;

4. not alter, modify or change the terms of the Leases or any guarantees thereof, cancel or terminate the Leases or any guarantees thereof or accept a surrender thereof without the prior written consent of Lender; and

5. deliver to Lender all original Leases, including, but not limited to, all original Leases executed after the date hereof.

IV. WAIVERS

A. Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Lender a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Lender pursuant to the provisions hereinafter contained.

B. Mortgagor hereby waives any claim, cause of action or right of setoff against Lender, its officers, directors, employees and agents for any loss sustained by Mortgagor resulting from Lender's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of Lender in managing the Premises, nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time Lender takes possession of the Premises (the "Pre-

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existing Obligations”). Mortgagor shall, and does hereby agree to indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender’s part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time Lender may take possession, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, costs, expenses, and attorneys’ fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Mortgagor to Lender on demand with interest thereon at the Default Rate.

V. FUTURE LEASES

A. Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Lender a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to Lender.

B. Mortgagor shall assign and transfer to Lender all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require.

VI. EVENT OF DEFAULT

An “Event of Default” means the occurrence of (a) a breach, default or event of default under this Assignment, or (b) an “Event of Default” as defined in the Illinois Mortgage. Any default by Mortgagor in the performance or observance of any covenant, obligation or undertaking by Mortgagor hereunder shall constitute and be deemed to be a default under each of the Loan Documents, and shall entitle the Lender to exercise any and all of the rights and remedies thereunder.

VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Lender shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. Lender, without in anyway waiving an Event of Default, and without notice or the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as Lender may deem proper and either with or

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without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as Lender may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which Lender may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;

2. the principal sum, interest and any other indebtedness owed to Lender by Borrowers, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Lender, make it readily rentable or saleable.

C. The exercise by Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any breach, default or Event of Default by Mortgagor under the Loan Documents.

D. Mortgagor agrees that Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Illinois Mortgage and not secondary. Mortgagor hereby grants to Lender full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Illinois Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Income.

E. Mortgagor agrees that Lender may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

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F. Upon issuance of a deed or deeds pursuant to foreclosure of the Illinois Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Mortgagor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Lender all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by Lender.

IX. OTHER

A. This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the rights, powers, privileges, and immunities herein granted and assigned to Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Illinois Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Liabilities and Covenants of Borrowers now or hereafter owing to Lender. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Mortgagor and Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor. Any action by Lender hereunder shall be in the sole discretion of Lender and solely for Lender's benefit and not for the benefit of Mortgagor or any third party.

D. If any provision of this Assignment is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as

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to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. All references to "Borrower" and "Borrowers" shall mean Mortgagor, Edsal Sandusky, Edsal Tennessee, Sandusky Lee, Sandusky Atlantic, Anderson Road Tampa and Sandusky Buddy, both individually and collectively, and jointly and severally.

G. MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY MORTGAGOR TO LENDER.

H. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

I. This Assignment shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

RACINE PARTNERS, LLC,
an Illinois limited liability company

By: MLE
Name: MITCHELL LIBS
Title: MANAGER

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

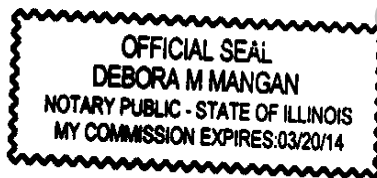
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MATTHEW LIES, who is personally known to me to be a Manager of Racine Partners, LLC, an Illinois limited liability company, subscribed to the foregoing Assignment of Rents and Lessor's Interest in Leases (Illinois), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of April, 2013.

Deborah Mangan
Notary Public

My commission expires:

3/20/2014



UNOFFICIAL COPY**EXHIBIT "A"**
LEGAL DESCRIPTION**PARCEL A:**

A PARCEL OF LAND CONSISTING OF A PART OF THE EAST 25 ACRES OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF BLOCK 2 IN PARKERS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST PART OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SECTION 5 AND PART OF THE WEST 15 ACRES OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 2, AT A POINT THEREON WHICH IS 31.82 FEET WEST FROM THE SOUTH EAST CORNER OF SAID BLOCK 2, (SAID SOUTH EAST CORNER OF BLOCK 2 BEING HEREIN DEFINED AS A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 WHICH IS 1741.87 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 5, AND RUNNING;

THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 31.24 FEET TO A POINT WHICH IS 1716.96 FEET SOUTH FROM THE NORTH LINE OF 13.01 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 992.00 FEET, A DISTANCE OF 201.48 FEET TO A POINT WHICH IS 1519.38 FEET SOUTH FROM THE NORTH LINE AND 50.25 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 150.53 FEET TO A POINT WHICH IS 1375.13 FEET SOUTH FROM THE NORTH LINE AND 92.97 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 704.00 FEET (THE NORTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 122.74 FEET TO THE POINT OF INTERSECTION OF SAID ARC WITH THE ARC OF ANOTHER CIRCLE, WHICH OTHER ARC IS CONVEX TO THE NORTHEAST AND HAS A RADIUS OF 1111.33 FEET, AND EXTENDS NORTHWESTWARDLY FROM A POINT WHICH IS 1300.07 FEET SOUTH FROM THE NORTH LINE AND 92.39 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 TO A POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5; (SAID POINT OF INTERSECTION BEING 1255.05 FEET SOUTH FROM THE NORTH LINE AND 117.40 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

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THENCE NORTHWESTWARDLY ALONG THE LAST DESCRIBED ARC, A DISTANCE OF 148.97 FEET TO SAID POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE OF 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 336.37 FEET, A DISTANCE OF 50.10 FEET TO A POINT WHICH IS 1095.15 FEET SOUTH FROM THE NORTH LINE AND 234.77 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 34.09 FEET TO A POINT WHICH IS 1070.39 FEET SOUTH FROM THE NORTH LINE AND 258.16 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 66.73 FEET TO A POINT WHICH IS 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 68.50 FEET TO A POINT WHICH IS 979.57 FEET SOUTH FROM THE NORTH LINE AND 358.17 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 125.47 FEET TO A POINT WHICH IS 912.10 FEET SOUTH FROM THE NORTH LINE AND 463.83 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.15 FEET TO A POINT WHICH IS 912.00 FEET SOUTH FROM THE NORTH LINE AND 512.98 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 112.28 FEET TO A POINT WHICH IS 999.25 FEET SOUTH FROM THE NORTH LINE AND 442.47 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 16.96 FEET TO A POINT WHICH IS 1006.67 FEET SOUTH FROM THE NORTH LINE AND 457.74 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 505.64 FEET, A DISTANCE OF 248.62 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 9.37 FEET WEST OF THE WEST LINE OF SAID BLOCK 2 IN PACKERS ADDITION TO CHICAGO PRODUCED NORTH AND 99.07 FEET NORTH OF THE LINE BETWEEN THE NORTH HALF AND SOUTH HALF OF SAID NORTHWEST QUARTER;

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, SAID DISTANCE OF 99.07 FEET TO A POINT ON THE LINE BETWEEN THE NORTH HALF AND THE SOUTH HALF OF SAID NORTHWEST QUARTER;

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THENCE EAST ALONG SAID LINE BETWEEN THE NORTH HALF AND THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 9.37 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 396.51 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2, WHICH IS HEREIN DEFINED AS BEING 1742.80 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 5; AND

THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 365.46 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 704.00 FEET, AND EXTENDING NORTHWARDLY FROM A POINT WHICH IS 1375.13 FEET SOUTH FROM THE NORTH LINE AND 92.97 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, TO A POINT WHICH IS 1120.15 FEET SOUTH FROM THE NORTH LINE AND 119.75 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, WITH THE ARC OF ANOTHER CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1111.33 FEET, AND EXTENDING NORTHWESTWARDLY FROM A POINT WHICH IS 1300.07 FEET SOUTH FROM THE NORTH LINE AND 92.39 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5 TO A POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5; (SAID POINT OF INTERSECTION BEING 1255.05 FEET SOUTH FROM THE NORTH LINE AND 117.40 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5) AND RUNNING;

THENCE NORTHWESTWARDLY ALONG THE LAST DESCRIBED ARC, A DISTANCE OF 148.97 FEET TO SAID POINT WHICH IS 1132.08 FEET SOUTH FROM THE NORTH LINE AND 201.05 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 336.37 FEET, A DISTANCE OF 50.10 FEET TO A POINT WHICH IS 1095.15 FEET SOUTH FROM THE NORTH LINE AND 234.77 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 34.09 FEET TO A POINT WHICH IS 1070.39 FEET SOUTH FROM THE NORTH LINE AND 258.16 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE (THE NORTHWESTERLY TERMINUS OF WHICH IS A POINT 1025.28 FEET SOUTH FROM THE NORTH LINE AND 307.24 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 42.67 FEET;

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THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 45.81 FEET TO A POINT WHICH IS 1041.44 FEET SOUTH FROM THE NORTH LINE AND 243.73 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 5;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1136.28 FEET, A DISTANCE OF 194.82 FEET TO A POINT ON THE FIRST HEREIN DESCRIBED ARC WHICH IS 62.45 FEET, AS MEASURED ALONG SAID ARC, NORTHERLY FROM THE POINT OF BEGINNING, AND THENCE SOUTHWARDLY ALONG SAID FIRST HEREIN DESCRIBED ARC, SAID DISTANCE OF 62.45 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PIN(s): 20-05-106-004-0000
20-05-106-009-0000
20-05-102-034-0000
20-05-102-037-0000

Common Address: 4124 South Racine Street, Chicago, Illinois

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EXHIBIT "B"
SECURITY DEPOSITS

None.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT "C" **LEASES**

1. That certain lease by and between Mortgagor and Edsal Sandusky TN Corporation, as amended or restated.
2. That certain lease by and between Mortgagor and Edsal Manufacturing Company, Inc., as amended or restated.
3. That certain lease by and between Mortgagor and LaGrou Distribution Systems, Inc., as amended or restated.
4. That certain lease by and between Mortgagor and Lennox Transport, as amended or restated.

5720524.1

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