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Illinois Anti-Predatory Lending Database Program



Doc#: 1336022049 Fee: \$154.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/26/2013 10:26 AM Pg: 1 of 59

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 13-27-415-034-0000

Address:

Street: 2532 N. PULASKI

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60639

Lender: THE PRIVATEBANK AND TRUST COMPANY

Borrower: LOGAN SQUARE ALUMINUM SUPPLY, INC., 2470 NORTH MILWAUKEE CORP. SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., AND SILVER TOUHY, L.L.C.

Loan / Mortgage Amount: \$26,513,499.92

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.

Certificate number: D22F0D9B-3787-41A4-B980-5A7FB9F2A15F

Execution date: 12/23/2013

SA 9637000 Seq 6m

Property of Cook County Clerk's Office

59

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*THIS INSTRUMENT PREPARED
BY AND RETURN TO:*

**Kenneth Klassman, Esq.
Horwood Marcus & Berk Chartered
500 West Madison Street
Suite 3700
Chicago, Illinois 60661**

**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT
OF LEASES AND RENTS, AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT ("Mortgage") is made effective as of December 12, 2013, by and among, the financial institutions that are or may from time to time become parties hereto together with their respective assigns (the "Lender"), **THE PRIVATEBANK AND TRUST COMPANY**, as administrative agent and sole lead arranger, and **LOGAN SQUARE ALUMINUM SUPPLY, INC.**, an Illinois corporation ("Logan"), **2470 NORTH MILWAUKEE CORP.**, an Illinois corporation, ("2470"), **SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.**, an Illinois corporation ("Silver RE"), and **SILVER-TOUHY, L.L.C.**, an Illinois limited liability company ("Silver-Touhy," who together with Logan, 2470 and Silver RE shall be referred to herein collectively as the "Mortgagor"). Where the context permits, the term "Mortgagor" shall refer to each of 2470, Logan, Silver RE and Silver-Touhy, individually, as well as collectively.

WHEREAS, Lender made a loan to Mortgagor on December 2, 2008 in the principal amount of \$26,513,499.92 ("Loan"), which was secured by, among other things: (i) that certain Logan Revolving Note dated December 2, 2008 in the principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00) (as amended, restated or replaced from time to time, the "\$13,000,000 Note"), (ii) that certain Logan Term Note dated December 2, 2008 in the principal amount of Nine Hundred Thirty-Eight Thousand Four Hundred Ninety-Nine and 92/100 Dollars (\$938,499.92) (as amended, restated or replaced from time to time, the "\$938,499 Note"), (iii) that certain 2470 Term Note dated December 2, 2008 in the principal amount of Three Million Nine Hundred Fifty-Five Thousand Six Hundred One and No/100 Dollars (\$3,955,601.00) (as amended, restated or replaced from time to time, the "\$3,955,601 Note"), (iv) that certain Silver Real Estate Term Note dated December 2, 2008 in the principal amount of Eight Million One Hundred Nineteen Thousand Three Hundred Ninety-Nine and No/100 Dollars (\$8,119,399.00) (as amended, restated or replaced from time to time, the "\$8,119,399 Note"), (v) that certain ClimateGuard Revolving Note dated December 2, 2008 in the principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (as amended, restated or replaced from time to time, the "\$500,000 Note", which together with the \$13,000,000 Note, \$938,499 Note, \$3,955,601 Note and \$8,119,399 Note, are hereafter collectively referred to as the "Prior Notes"), (vi) that certain Loan and Security Agreement dated December 2, 2008 (as amended, restated or replaced from time to time, the "Original Loan Agreement"), (vii) that certain Mortgage, Security

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Agreement, Assignment of Rents and Leases and Fixture Filing dated December 2, 2008 and recorded in the Cook County Recorder of Deeds on December 23, 2008 as Document No. 0835831093 (as amended, restated or replaced from time to time, the "Silver RE Mortgage"), (viii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 2, 2008 and recorded in the Cook County Recorder of Deeds on December 23, 2008 as Document No. 0835831097 (as amended, restated or replaced from time to time, the "2470 Mortgage"), (ix) that certain Assignment of Rents dated December 2, 2008 and recorded in the Cook County Recorder of Deeds on December 23, 2008 as Document No. 0835831094 made by Silver RE to PrivateBank (as amended, restated or replaced from time to time, the "Silver RE Assignment of Rents"), and (x) that certain Assignment of Rents dated of even date herewith and recorded in the Cook County Recorder of Deeds on December 23, 2008 as Document No. 0835831098 (as amended, restated or replaced from time to time, the "2470 Assignment of Rents," which together with the Prior Notes, Loan Agreement, Silver RE Mortgage, 2470 Mortgage, Silver RE Assignment of Rents and and such other documents which evidence or secure the Original Loan, each as may be amended or restated, the "Original Loan Documents");

WHEREAS, the Loan Agreement was amended by: (i) that certain Waiver and First Amendment to Loan and Security Agreement dated as of May 31, 2009, (ii) that certain Waiver and Second Amendment to Loan and Security Agreement dated as of December 2, 2009, (iii) that certain Waiver and Third Amendment to Loan and Security Agreement effective as of March 2, 2010, (iv) that certain Waiver and Fourth Amendment to Loan and Security Agreement effective as of May 31, 2010, and (v) that certain Fifth Amendment to Loan and Security Agreement dated as of October 29, 2010;

WHEREAS, on or about May 19, 2011, Lender agreed to extend the maturity date of the Prior Notes in consideration for Mortgagor granting a first lien security interest in additional collateral which is evidenced by that certain: (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated May 19, 2011 and recorded in the Cook County Recorder of Deeds on June 24, 2011 as Document No. 1117518069 (as amended, restated or replaced from time to time, the "2nd Silver RE Mortgage"), and (ii) that certain Assignment of Rents dated recorded in the Cook County Recorder of Deeds on June 24, 2011 as Document No. 1117518070 (as amended, restated or replaced from time to time, the "2nd Silver RE Assignment of Rents," which together with the 2nd Silver RE Mortgage and Original Loan Documents may be referred to herein collectively, as the "Existing Loan Documents");

WHEREAS, Mortgagor and Lender desire to amend and restate the Existing Loan Documents and amend certain other terms of the Loan;

WHEREAS, to evidence the amendment and restatement of the Existing Loan Documents Borrower has executed and delivered to Lender that certain Term Note, dated even date herewith in the principal amount of \$22,500,000, as may be amended from time to time (the "Term Note") and that certain Amended and Restated Loan and Security Agreement, dated even date herewith, as may be amended from time to time ("Loan Agreement");

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WHEREAS, Mortgagor has also entered into that certain Revolving Note dated even date herewith in the principal amount of \$5,000,000, as may be amended from time to time (the "Revolving Note," which together with the Term Note are collectively referred to herein as the "Notes");

WHEREAS, the Term Note shall bear interest on the outstanding principal amount thereof based on a floating rate, which is equal to _____% per annum as of the date hereof;

WHEREAS, the Revolving Note shall bear interest on the outstanding principal amount thereof based on a floating rate, which is equal to _____% per annum as of the date hereof;

WHEREAS, the Existing Loan Documents, as amended and restated by the Loan Agreement, Notes and such additional documents as may be executed by Borrower in favor of Lender to secure the repayment of the Loan, and each as amended, restated, extended and modified, shall be collectively referred to herein as the "Loan Documents";

WHEREAS, Lender requires as a condition precedent to modifying the Loan to Borrower, that Borrower reaffirm certain security agreements previously executed by the Borrower, and agree to certain covenants and conditions as more particularly set forth in Loan Documents; and

WHEREAS, to the extent a term is used but is not defined herein, it shall have the meaning ascribed to it in the Loan Agreement and to the extent of any inconsistency between this Mortgage and the Loan Agreement, the terms of the Loan Agreement shall prevail.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note and any of the other Loan Documents, all future advances and all other indebtedness of Mortgagor to Lender whether now or hereafter existing (collectively, the "Secured Indebtedness" or "Indebtedness") and also in consideration of \$10.00, the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate ("Real Estate") located in the County of Cook and the County of Lake, State of Illinois and described on Exhibit "A" attached hereto, subject only to covenants, conditions, easements and restrictions set forth on Exhibit "B" attached hereto, if any ("Permitted Encumbrances");

TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Real Estate or any improvements thereon; and (ii) any and all

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awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate or any improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not, and it is agreed that all improvements, apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by or at the direction of Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate, and, together with the Real Estate are hereinafter collectively referred to as the "Property". To have and to hold the Property unto the Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.
2. Payment of Taxes. Mortgagor shall pay all general and special real estate and property taxes and assessments on the Property when due. Mortgagor shall, upon written request, furnish to Lender duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law. Upon the occurrence of an Event of Default (as defined herein), Mortgagor shall deposit with the Lender commencing on the first day of each month following such request or Event of Default and continuing on the first day of each month thereafter, a sum equal to all real estate taxes and assessments (general and special) next due upon or for the Property (the amount of such taxes next due to be based upon the Lender's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Lender divided by the number of months to elapse before one (1) month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance for interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after demand therefore from the Lender, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year the excess shall be applied to a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Lender.

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3. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note and all other Loan Documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness shall be applied by Lender first to payments required from Mortgagor to Lender under Paragraph 2, then to any sums advanced by Lender pursuant to Paragraph 8 to protect the security of this Mortgage, then to interest payable on the Note and to any prepayment premium which may be due, and then to principal payable on the Note (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity). Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any monthly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.

4. Liens. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable.

5. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any. Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest.

6. Insurance. For purposes of this Paragraph 6, "Premises" means all land, improvements and fixtures on the Property and "Real Estate" means only the underlying land at the Property.

A. Mortgagor, at its sole cost and expense, shall insure and keep insured each Premises against such perils and hazards, and in such amounts and with such limits, as provided for in the Loan Agreement.

B. Policy Requirements. All insurance shall: (i) be carried in companies with a Best's rating of A/X or better, or otherwise acceptable to Lender; (ii) in form and content acceptable to Lender; (iii) provide ten days' advance written notice to Lender before any cancellation, adverse material modification or notice of non-renewal; (iv) to the extent limits are not otherwise specified herein, contain deductibles which are in amounts acceptable to Lender; and (v) provide that no claims shall be paid thereunder without ten days advance written notice to Lender. All physical damage policies and renewals shall contain a standard mortgagee clause naming the Lender as mortgagee, which clause shall expressly state that any breach of any condition or warranty by Mortgagor shall not prejudice the rights of Lender under such insurance; and a loss payable clause in favor of the Lender for personal property, contents, inventory, equipment, loss of rents and business interruption. All liability policies and renewals shall name the Lender as an additional named insured. No additional parties shall appear in the mortgage or loss payable clause without Lender's prior written consent. All deductibles shall be in amounts acceptable to Lender. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in full or

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partial satisfaction of the Secured Indebtedness, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

C. Delivery of Policies. Any notice pertaining to insurance and required pursuant to this Paragraph 6 shall be given in the manner provided in Paragraph 15 below at Lender's address stated below. The insurance shall be evidenced by the original policy or a true and certified copy of the original policy, or in the case of liability insurance, by certificates of insurance. Mortgagor shall use its best efforts to deliver originals of all policies and renewals (or certificates evidencing the same), marked "paid", (or evidence satisfactory to Lender of the continuing coverage) to Lender at least 30 days before the expiration of existing policies and, in any event, Mortgagor shall deliver originals of such policies or certificates to Lender at least 15 days before the expiration of existing policies. If Lender has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Lender shall have the right, but not the obligation, to purchase such insurance for Lender's interest only. Any amounts so disbursed by Lender pursuant to this Section shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 6.

D. Separate Insurance. Mortgagor shall not carry any separate insurance on the Premises concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Lender's prior written consent, and any such policy shall have attached standard non-contributing mortgagee clause, with loss payable to Lender, and shall otherwise meet all other requirements set forth herein.

E. Compliance Certificate. At Lender's option, but not more often than annually, Mortgagor shall provide Lender with a report from an independent insurance consultant of regional or national prominence, acceptable to Lender, certifying that Mortgagor's insurance is in compliance with this Paragraph 6.

F. Notice of Casualty. Mortgagor shall give immediate notice of any loss to Lender. In case of loss covered by any of such policies, Lender is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign upon demand, or Lender may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence, provided however, that if no Event of Default shall have occurred and is continuing, Borrower may make, settle and adjust claims involving less than \$250,000 in the aggregate without Lender's consent. Lender may deduct from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

G. Application of Proceeds. If all or any part of the Premises shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 10, Mortgagor shall promptly and with all due diligence restore and repair the Premises whether or not the net insurance proceeds, award or

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other compensation (collectively, the "Proceeds") are sufficient to pay the cost of such restoration or repair. Lender may require that all plans and specifications for such restoration or repair be submitted to and approved by Lender in writing prior to commencement of the work. The entire amount of the Proceeds, shall either, but only in the event Lender determines in its sole judgment, that there is reasonable doubt (by reason of such loss or damage or of delays in making settlements with insurers or depositing funds with Lender to cover the cost of restoration and repair) as to Mortgagor's ability to complete the improvements to the Premises by the Maturity Date: (i) be applied to the Secured Indebtedness in such order and manner as Lender may elect; or (ii) be made available to Mortgagor on the terms and conditions set forth in this Paragraph 6 to finance the cost of restoration or repair with any excess to be applied to the Secured Indebtedness in the inverse order of maturity. Any application of the Proceeds to reduce the Secured Indebtedness shall constitute a voluntary prepayment, provided they shall not be subject to any prepayment premiums or fees provided in the Note or other Loan Documents. If the amount of the Proceeds to be made available to Mortgagor pursuant to this Paragraph 6 is less than the cost of the restoration or repair as estimated by Lender at any time prior to completion thereof, Mortgagor shall cause to be deposited with Lender the amount of such deficiency within 30 days of Lender's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to the Proceeds. If Mortgagor is required to deposit funds under this Paragraph 6, the deposit of such funds shall be a condition precedent to Lender's obligation to disburse the Proceeds held by Lender hereunder. The amount of the Proceeds which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Lender to be disbursed from time to time to pay the cost of repair or restoration either, at Lender's option, to Mortgagor or directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Lender may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Lender may require: (i) evidence of the estimated cost of completion of such restoration or repair satisfactory to Lender; and (ii) such architect's certificates, waivers of lien, contractors' sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance acceptable to Lender. If Lender requires mechanics' and materialmen's lien waivers in advance of making disbursements, such waivers shall be deposited with an escrow trustee acceptable to Lender pursuant to a construction loan escrow agreement satisfactory to Lender. No payment made prior to final completion of the repair or restoration shall exceed 90% of the value of the work performed from time to time. Lender may commingle any such funds held by it with its other general funds. Lender shall not be obligated to pay interest in respect of any such funds held by it nor shall Mortgagor be entitled to a credit against any of the Secured Indebtedness except and to the extent the funds are applied thereto pursuant to this Paragraph 6. Without limitation of the foregoing, Lender shall have the right at all times to apply such funds to the cure of any Event of Default or the performance of any obligations of Mortgagor under the Loan Documents.

7. Use, Preservation and Maintenance of Property; Leaseholds. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow, store, treat or dispose of Hazardous Substance as defined in Paragraph 28, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed.

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Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Lender. Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property.

8. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including: (i) making repairs; (ii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iii) procuring insurance; and (iv) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. Inspection of Property and Books and Records. Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five days' demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records and all supporting vouchers and data at its offices or at the address identified above.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Lender. Mortgagor hereby grants a security interest to Lender in and to such proceeds. Lender is authorized to collect such proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Indebtedness. In the event the Property is restored, Lender may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services. In the event the condemnation proceeds are applied to reduce the Secured Indebtedness, any such application shall constitute a prepayment, and any prepayment premium required by the Loan Documents shall then be due and payable as provided therein. Lender may apply the condemnation proceeds to such prepayment premium.

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11. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Lender and Mortgagor.

13. Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and any sums already collected from Mortgagor which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Mortgagor or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor of the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

14. Legislation Affecting Lenders' Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any material provision of the Note, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Lender, at its option upon giving written notice to Mortgagor allowing 120 days to pay off the balance of the Loan, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 19.

15. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given in the manner and as provided for in the Loan Agreement.

16. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Note or any of the other Loan Documents which can be given effect without the conflicting

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provision, and to this end the provisions of this Mortgage, the Note or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

17. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of the Property or any part thereof or interest therein, or of all or a portion of the interest of Mortgagor or any member of Mortgagor, (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable.

18. Event of Default. In addition to any other Event of Default provided for herein, an Event of Default under the Loan Agreement shall be deemed to constitute an event of default under this Mortgage.

19. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

20. Assignment of Leases and Rents.

A. All right, title, and interest of Mortgagor in and to those leases, if any, listed on Exhibit "C", and all present and future leases affecting the Property, written or oral (collectively, "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. If requested by Lender, Mortgagor shall submit all future Leases affecting the Property to the Lender for its approval prior to execution, and all approved and executed Leases shall be specifically assigned to Lender by an instrument satisfactory to Lender. Each Lease shall, at the option of Lender, be paramount or subordinate to this Mortgage. Mortgagor shall furnish Lender with executed copies of each Lease and, if requested by Lender,

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with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Lender and shall be delivered not later than 30 days after Lender's written demand.

B. If, without Lender's prior written consent, Mortgagor: (i) as lessor, fails to perform and fulfill any material term, covenant, or provision in any Lease; (ii) suffers or permits to occur any material breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to fully protect, insure, preserve, and cause continued material performance or fulfillment of the terms, covenants, or provisions, which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned to Lender; (iv) cancels, terminates, or materially amends or modifies any Lease; or (v) permits or approves an assignment by lessee of a Lease or a subletting of all or any part of the Property demised in the Lease; such occurrence shall constitute an Event of Default hereunder.

C. Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Note and other Loan Documents or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise.

D. Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Lender without proof of the Event of Default. While this assignment is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall occur under this Mortgage.

E. If Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Lender may, at its option, perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by the Lender shall become a part of the Secured Indebtedness and shall be due and payable upon demand by Lender with interest thereon accruing thereafter at the Default Rate. Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall, defend, protect, indemnify and hold Lender harmless from and against any and all liability, loss or damage to Lender under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees, incurred by Lender shall be a part of the Secured Indebtedness due and payable upon demand with interest thereon accruing thereafter at the Default Rate.

21. Appointment of Receiver. Upon acceleration under Paragraphs 17 or 19, and without further notice to Mortgagor, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the

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management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received.

22. Release. Upon payment of all Secured Indebtedness, Lender shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

23. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Property as set forth in the description of the Property above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property, and with respect to all Funds and other sums which may be deposited with Lender pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Lender a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any other Collateral which constitutes "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Lender any financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

24. Zoning. Mortgagor will not initiate or acquiesce in a zoning reclassification without Lender's prior written consent, unless the zoning reclassification action is to seek a zoning change or special use which would at a minimum encompass the intended operation and the current use of the Premises. In such a case, the Lender's prior written consent shall not be required.

25. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed the stated principal amount of the Note plus \$45,000,000.00.

26. Business Loan. Mortgagor hereby represents and warrants that: (i) the proceeds of the Secured Indebtedness will be used for the purposes specified in 815 ILCS 205/4(1)(a) or (c) of the Illinois Compiled Statutes, as amended; (ii) the Loan constitutes a "business loan" within the purview of that Section; (iii) the Loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. 1601, et seq.; and (iv) the proceeds of the Indebtedness will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

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27. Riders. All Riders attached hereto, if any, are incorporated herein and made a part hereof.

28. Environmental Compliance. Mortgagor hereby represents and warrants to Lender and covenants with Lender that:

A. Definitions. For purposes of this Paragraph 28:

(i) "Premises" means: The Real Estate including improvements presently and hereafter situated thereon or thereunder, construction material used in such improvements, surface and subsurface soil and water, areas leased to tenants, and all business, uses and operations thereon.

(ii) "Environmental Laws" means:

(a) any present or future federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act 15 U.S.C. Section 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq.;

(b) any present or future state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment.

(iii) "Hazardous Substance" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes", as defined by RCRA;

(c) "hazardous substances", as defined by the Clean Water Act;

(d) any item which is banned or otherwise regulated pursuant to TOSCA;

(e) any item which is regulated by the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.;

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(f) any item which triggers any thresholds regulated by or invoking any provision of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001 et seq.;

(g) any hazardous, dangerous or toxic chemical, material, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(h) any petroleum, crude oil or fraction thereof;

(i) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Section 2011 et seq., and amendments thereto and reauthorizations thereof;

(j) asbestos-containing materials in any form or condition; and

(k) polychlorinated biphenyls ("PCBs") in any form or condition.

(iv) "Environmental Actions" means:

(a) any notice of violation, complaint, claim, citation, demand, inquiry, report, action, assertion of potential responsibility, lien, encumbrance, or proceeding regarding the Premises, whether formal or informal, absolute or contingent, matured or unmatured, brought or issued by any governmental unit, agency, or body, or any person or entity respecting:

(i) Environmental Laws;

(ii) the environmental condition of the Premises, or any portion thereof, or any property near the Premises, including actual or alleged damage or injury to humans, public health, wildlife, biota, air, surface or subsurface soil or water, or other natural resources; or

(iii) the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of Hazardous Substance either on the Premises or off-site.

(b) any violation or claim of violation by Mortgagor of any Environmental Laws whether or not involving the Premises;

(c) any lien for damages caused by, or the recovery of any costs incurred by any person or governmental entity for the investigation, remediation or cleanup of any release or threatened release of Hazardous Substance; or

(d) the destruction or loss of use of property, or the injury, illness or death of any officer, director, employee, agent, representative, tenant or invitee of Mortgagor or any

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other person alleged to be or possibly to be, arising from or caused by the environmental condition of the Premises or the release, emission or discharge of Hazardous Substances from the Premises.

B. Representations and Warranties. Mortgagor hereby represents and warrants to Lender that:

(i) Compliance. To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry and except as described in Exhibit "D" hereto, the Premises and Mortgagor have been and are currently in compliance with all Environmental Laws. There have been, to the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no past, and there are no pending or threatened, Environmental Actions to which Mortgagor is a party or which relate to the Premises. All required governmental permits and licenses are in effect, and Mortgagor is in compliance therewith. Mortgagor has not received any notice of any Environmental Action respecting Mortgagor, the Premises or any off-site facility to which has been sent any Hazardous Substance for off-site treatment, recycling, reclamation, reuse, handling, storage, sale or disposal.

(ii) Absence of Hazardous Substance. No use, exposure, release, emission, discharge, generation, manufacture, sale, handling, reuse, presence, storage, treatment, transport, recycling or disposal of Hazardous Substance has, to the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, occurred or is occurring on or from the Premises except in compliance with Environmental Laws or as described on Exhibit "D" hereto. The term "released" shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Substance). To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, all Hazardous Substance used, treated, stored, transported to or from, generated or handled on the Premises has been disposed of on or off the Premises in a lawful manner. To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no environmental, public health or safety hazards currently exist with respect to the Premises. To the best of Mortgagor's knowledge based on all appropriate and thorough inquiry, no underground storage tanks (including but not limited to petroleum or heating oil storage tanks) are present on or under the Premises, or have been on or under the Property except as has been disclosed in writing to Lender.

C. Mortgagor's Covenants. Mortgagor hereby covenants and agrees with Lender as follows:

(i) Compliance. The Premises and Mortgagor shall comply with all Environmental Laws. All required governmental permits and licenses shall be obtained and maintained, and Mortgagor shall comply therewith. All Hazardous Substance on the Premises will be disposed of in a lawful manner without giving rise to liability under any Environmental Laws. Mortgagor will satisfy all requirements of applicable Environmental Laws for the registration, operation, maintenance, closure and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Substance shall be handled in compliance with all applicable Environmental Laws.

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(ii) Absence of Hazardous Substance. No Hazardous Substance shall be introduced to or used, exposed, released, emitted, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on the Premises without 30 days' prior written notice to Lender.

(iii) Environmental Actions and Right to Consent. Mortgagor shall immediately notify Lender of all Environmental Actions and provide copies of all written notices, complaints, correspondence and other documents relating thereto within two business days of receipt, and Mortgagor shall keep Lender informed of all responses thereto. Mortgagor shall promptly cure and have dismissed with prejudice all Environmental Actions in a manner satisfactory to Lender and Mortgagor shall keep the Premises free of any encumbrance arising from any judgment, liability or lien imposed pursuant to any Environmental Actions. Notwithstanding the foregoing sentence, Mortgagor may, diligently, in good faith and by appropriate legal proceedings, contest such proceedings provided: (a) Mortgagor first furnishes to Lender such deposits or other collateral as Lender, in its sole discretion, deems sufficient to fully protect Lender's interests; (b) such contest shall have the effect of preventing any threatened or pending sale or forfeiture of all or any portion of the Premises or the loss or impairment of Lender's lien and security interests in and to the Premises; and (c) such contest will not cause Lender to incur any liability, in Lender's sole judgment. Mortgagor shall permit Lender, at Lender's option, to appear in and to be represented in any such contest and shall pay upon demand all expenses incurred by Lender in so doing, including attorneys' fees.

(iv) Future Environmental Audits. Mortgagor shall provide such information and certifications which Lender may reasonably request from time to time to monitor Mortgagor's compliance with this Article for the sole purpose of protecting Lender's security interest. To protect its security interest, Lender shall have the right, but not the obligation, at any time to enter upon the Premises, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct such other activities as Lender, at its sole discretion, deems appropriate. Mortgagor shall cooperate fully in the conduct of such an audit. If Lender decides to conduct such an audit because of: (a) an Environmental Action; (b) Lender's considering taking possession of or title to the Premises after default by Mortgagor; (c) a material change in the use of the Premises, which in Lender's opinion, increases the risk to its security interest; or (d) the introduction of Hazardous Substance to the Premises other than as permitted by this Agreement; then Mortgagor shall pay upon demand all costs and expenses connected with such audit, which, until paid, shall become additional indebtedness secured by the Loan Documents and shall bear interest at the Default Rate. Nothing in this Article shall give or be construed as giving Lender the right to direct or control Mortgagor's actions in complying with Environmental Laws.

(v) Event of Default and Opportunity to Cure. If Mortgagor fails to comply with any of its covenants contained in this Section C within 30 days after notice by Lender to Mortgagor, Lender may, at its option, declare an Event of Default. If, however, the noncompliance cannot, in Lender's reasonable determination, be corrected within such 30 day period, and if Mortgagor has promptly commenced and diligently pursues action to cure such noncompliance to Lender's satisfaction, then Mortgagor shall have such additional time as is reasonably necessary to correct such noncompliance, provided Mortgagor continues to diligently pursue corrective action, but in no event more than a total of 180 days after the initial notice of noncompliance by Lender.

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(vi) Governmental Actions. There are no pending or threatened: (i) actions or proceedings from any governmental agency or any other entity regarding the condition or use of the Property, or regarding any environmental, health or safety law; or (ii) "superliens" or similar governmental actions or proceedings that could impair the value of the Property, or the priority of the lien of this Mortgage or any of the other Loan Documents (collectively "Environmental Proceedings"). Mortgagor will promptly notify Lender of any notices, or other knowledge obtained by Mortgagor hereafter of any pending or threatened Environmental Proceedings, and Mortgagor will promptly cure and have dismissed with prejudice any such Environmental Proceedings to the satisfaction of Lender.

(vii) Fees; Costs. Any fees, costs and expenses imposed upon or incurred by Lender on account of any breach of this Paragraph 28 shall be immediately due and payable by Mortgagor to Lender upon demand, and shall (together with interest thereon at the Default Rate accruing from the date such fees, costs and expenses are so imposed upon or incurred by Lender) become part of the Secured Indebtedness. Mortgagor shall keep, save and protect, defend, indemnify and hold Lender harmless from and against any and all claims, loss, cost, damage, liability or expense, including reasonable attorneys' fees, sustained or incurred by Lender by reason of any Environmental Proceedings or the breach or default by Mortgagor of any representation, warranty or covenant contained in this Paragraph 28.

D. Lender's Right to Rely. Lender is entitled to rely upon Mortgagor's representations, warranties and covenants contained in this Article despite any independent investigations by Lender or its consultants. The Mortgagor shall take all necessary actions to determine for itself, and to remain aware of, the environmental condition of the Premises. Mortgagor shall have no right to rely upon any independent environmental investigations or findings made by Lender or its consultants unless otherwise stated in writing therein and agreed to in writing by Lender.

E. Indemnification. The term "Lender's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, demands, litigation, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against, settling or prosecuting any suit, litigation, claim or proceeding) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Lender or any of Lender's parent and subsidiary corporations and their affiliates, shareholders, directors, officers, employees, and agents (collectively Lender's "Affiliates") in connection with or arising from:

(i) any Hazardous Substance used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on, in or under all or any portion of the Premises, or any surrounding areas;

(ii) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Article;

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(iii) any violation, liability or claim of violation or liability, under any Environmental Laws;

(iv) the imposition of any lien for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Substance; or

(v) any Environmental Actions.

Mortgagor shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Lender and at Mortgagor's sole cost) and hold Lender and its Affiliates free and harmless from and against Lender's Environmental Liability (collectively, "Mortgagor's Indemnification Obligations"). Mortgagor's Indemnification Obligations shall survive in perpetuity with respect to any Lender's Environmental Liability.

Mortgagor and its successors and assigns hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under or with respect to any Environmental Laws. Mortgagor's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Mortgagor or Lender with respect to the violation or condition which results in liability to Lender.

29. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq. of the Illinois Compiled Statutes) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender 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 Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 19 of this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

30. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

31. Accountant's Letters. Intentionally deleted.

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32. Waiver of Right of Redemption. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereof that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by involving or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

33. WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

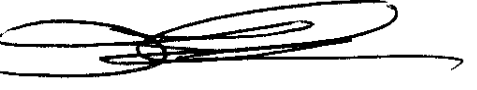
2470 NORTH MILWAUKEE CORP.

By: 
Name/Its: Louis Silver, President

LOGAN SQUARE ALUMINUM SUPPLY, INC.

By: 
Name/Its: Louis Silver, President

SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP.

By: 
Name/Its: Louis Silver, President

SILVER-TOUHY, L.L.C.

By: 
Name/Its: Louis Silver, President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Lender has executed this Mortgage.

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent and a Lender

By: 
Name/Title: Judd Kohn, Associate Managing Director

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, KRISTIN M. HEPPELER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Silver, the President of Logan Square Aluminum Supply, Inc., an Illinois corporation, 2470 North Milwaukee Corp., an Illinois corporation, Silver Real Estate Management and Development Corp., an Illinois corporation, and Silver-Tony L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23 day of December, 2013.

Kristin M. Heppeler
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Yuna Song, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judd Kohn, the Associate Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Mortgage, Assignment of Leases and Rents, and Security Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 23rd day of December, 2013.



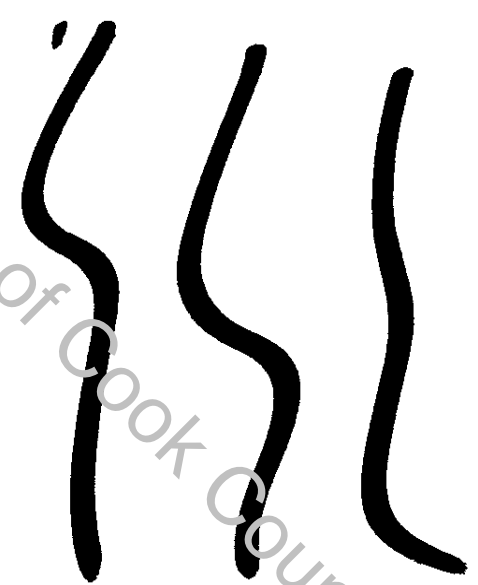
[Signature]
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

A large, thick, black handwritten scribble or signature is centered on the page. It consists of several vertical, wavy lines that do not form any recognizable text.

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 7, 8 AND 9 IN SKOKIE BOULEVARD AND OLD MILL ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 AND PART OF LOT 4 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1941 AS DOCUMENT 502088, IN BOOK 28 OF PLATS, PAGE 59, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 70 FEET OF THE SOUTH 307.50 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY WHICH SAID 100 FOOT STRIP WAS CONVEYED BY DEED DATED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932 (EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THE SOUTH 4 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A STRIP OF LAND 100 FEET IN WIDTH AND LYING NEXT TO, EAST OF, AND ADJOINING THE RIGHT OF WAY OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; OTHERWISE KNOWN AS BLOCK NO. 1, OF "PENNOCK" AS RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY, NOVEMBER 7, 1883, IN BOOK 18 OF PLATS ON PAGE 52; SAID STRIP TO EXTEND FROM THE NORTH SIDE OF FULLERTON AVENUE TO THE CENTER LINE OF WRIGHTWOOD AVENUE, (EXCEPT WRIGHTWOOD AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 4A:

THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) (EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY THE CITY OF CHICAGO AND

(CONTINUED)

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ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

ALSO CONVEYED TO THE CITY OF CHICAGO),

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4B:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS UPON, OVER AND ACROSS ALL THOSE ENTRANCES, DRIVES, LANES, ROADWAYS AND SERVICE DRIVES AS CREATED BY RECIPROCAL EASEMENT AGREEMENT <RECCD SEPTEMBER 21, 1999, AS DOCUMENT 99890968 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 265.80 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) (EXCEPT THE EAST 33 FEET TAKEN FOR NORTH CRAWFORD AVENUE, AND ALSO EXCEPT THAT PART THEREOF CONDEMNED FOR WIDENING WEST WRIGHTWOOD AVENUE BY AND CONVEYED TO THE CITY OF CHICAGO, AND ALSO EXCEPT FOR THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE SOUTH 265.80 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 229 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 92.30 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 41.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 30 SECONDS EAST A DISTANCE OF 140.50 FEET TO A POINT; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 187.50 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 232.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 150 FEET OF THE NORTH 400 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING 200 FEET WIDE) EXCEPT THE EAST 33

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

FEET THEREOF TAKEN FOR NORTH CRAWFORD AVENUE, IN COOK COUNTY, ILLINOIS

PARCEL 6A:

THAT PART OF THE STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AT A POINT 265.72 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE WITH THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, AND RUNNING THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 285.44 FEET, A DISTANCE OF 87.92 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 39.91 FEET, AS MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE ORIGINAL EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTH WESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 207.12 FEET, A DISTANCE OF 65.18 FEET TO A POINT OF COMPOUND CURVE WHICH IS 11.99 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 376.83 FEET, A DISTANCE OF 57.13 FEET TO A POINT ON SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, WHICH IS 407.10 FEET AS MEASURED ALONG SAID RIGHT OF WAY LINE, NORTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID RIGHT OF WAY LINE WITH SAID NORTH LINE OF THE SOUTH 33.0 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27; THENCE NORTHWESTWARDLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.59 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 415.78 FEET, A DISTANCE OF 83.26 FEET TO A POINT OF COMPOUND CURVE, WHICH IS 35.64 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID ORIGINAL RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 334.62 FEET, A DISTANCE OF 100.98 FEET TO A POINT ON SAID EASTERLY LINE OF THE 100 FOOT STRIP CONVEYED BY DOCUMENT NUMBER 596933, WHICH IS 140.30 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING AND THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID STRIP OF LAND, SAID DISTANCE OF 140.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6B:

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

THAT PART OF THE STRIP OF LAND 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 33.0 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, WITH THE EASTERLY LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY SAID DOCUMENT NUMBER 596933, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 33.0 FEET, A DISTANCE OF 106.53 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID ORIGINAL RIGHT OF WAY; THENCE NORTHWESTWARDLY ALONG SAID ORIGINAL EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 312.43 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 232.12 FEET, A DISTANCE OF 39.04 FEET TO A POINT OF COMPOUND CURVE WHICH IS 19.31 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM SAID EASTERLY RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 210.44 FEET, A DISTANCE OF 114.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID 100 FOOT STRIP CONVEYED BY SAID DOCUMENT 596933, WHICH IS 234.79 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHWEST FROM THE POINT OF BEGINNING, AND THENCE SOUTHEASTWARDLY ALONG SAID EASTERLY LINE, SAID DISTANCE OF 234.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 6A AND 6B, AS CREATED BY GRANT FROM CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY TO THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INCORPORATED, DATED APRIL 1, 1965 AND RECORDED APRIL 3, 1965 AS DOCUMENT NUMBER 19430394, FOR PASSAGEWAY OVER 25 FOOT WIDE PARCEL OF LAND, ACROSS THAT PART OF A STRIP OF LAND, 100 FEET WIDE, CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1885, AS DOCUMENT NUMBER 596933, LYING EAST OF AND ADJOINING THE ORIGINAL RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD, ACROSS THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THOSE CERTAIN PARCELS 'A' AND 'B' AS CONVEYED BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 28, 1964 AS DOCUMENT NUMBER 19287460, IN COOK COUNTY, ILLINOIS

PARCEL 8:

LOTS 35, 36, 37, 38, 39, 40 AND 41 IN WITTBOLD'S ADDITION TO WEST ROGERS PARK IN

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ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOTS 32, 33, AND 34 IN WITTBOLD'S ADDITION TO WEST ROGERS PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE SOUTH 315 FEET OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD DESCRIBED AS FOLLOWS: :

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE WITH THE WEST LINE OF NORTH PULASKI ROAD; THENCE NORTH 0 DEGREES, 17 MINUTES WEST A DISTANCE OF 113.84 FEET; THENCE WEST 31.92 FEET; THENCE 60 DEGREES 14 MINUTES WEST 16.16 FEET FOR A POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 60 DEGREES, 14 MINUTES WEST 25.32 FEET TO A POINT; THENCE CONTINUING SOUTH 69 DEGREES, 47 MINUTES WEST 42 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 100 FEET NORTHEASTERLY OF AND PARALLEL WITH THE ORIGINAL NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 20 DEGREES 13 MINUTES WEST ALONG SAID PARALLEL LINE 198.50 FEET TO THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 27 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27 AFORESAID 175.19 FEET MORE OR LESS TO THE WEST LINE OF NORTH PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 74.97 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, 46 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: :

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD 113.84 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE, SAID POINT BEING 163.84 FEET NORTH

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ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

OF THE SOUTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27 AFORESAID; THENCE WEST 31.92 FEET TO A POINT; THENCE SOUTH 60 DEGREES 14 MINUTES WEST 16.16 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF NORTH PULASKI ROAD 84.21 FEET, MORE OR LESS, TO A POINT WHICH IS 74.97 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 315 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 27, 46 FEET TO THE WEST LINE OF NORTH PULASKI ROAD; THENCE SOUTH ALONG THE WEST LINE OF NORTH PULASKI ROAD 76.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 265.0 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE AND RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE OF FULLERTON AVENUE, A DISTANCE OF 175.19 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 100 FEET EASTERLY OF THE ORIGINAL 100 FOOT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 162.49 FEET TO AN INTERSECTION WITH THE EXTENSION WEST OF THE SOUTH MAIN FACE OF A BRICK WALL; THENCE EAST ALONG SAID SOUTH FACE OF SAID WALL AND THE EXTENSION OF THE SOUTH FACE OF THE WALL, A DISTANCE OF 230.46 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH PULASKI ROAD, SAID INTERSECTION BEING 418.83 FEET NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE; THENCE SOUTH ALONG THE WESTLINE OF NORTH PULASKI ROAD, A DISTANCE OF 153.83 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 11A:

THE NORTH 1 ACRE OF THE SOUTH 4 ACRES OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY (SAID RIGHT OF WAY AND LANDS FULLY DESCRIBED IN TWO INSTRUMENTS ONE RECORDED IN BOOK 16 OF PLATS PAGE 29 AS DOCUMENT 330999 AND THE OTHER IN BOOK 1574, PAGE 387 AS DOCUMENT 596932), IN COOK COUNTY, ILLINOIS.

PARCEL 11B:

THE SOUTH 237.50 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG THE EAST LINE THEREOF, TO-WIT; THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST

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ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100.0 FEET STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY WHICH SAID 100.00 STRIP OF LAND WAS CONVEYED BY DEED DATED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932 (EXCEPT THE NORTH 50.00 FEET THEREOF) AND (EXCEPT THE EAST 33.00 FEET THEREOF AND EXCEPT THE SOUTH 4 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF A 100 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE RAILROAD RIGHT OF WAY, WHICH SAID 100 FOOT STRIP OF LAND WAS CONVEYED BY DEED RECORDED DECEMBER 8, 1884 AND RECORDED JANUARY 2, 1885 AS DOCUMENT 596932; EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 217.457 FEET THEREOF, AND EXCEPT THAT PART LYING SOUTH OF A LINE 307.50 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 4 ACRES OF THAT PART OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 LYING EAST OF THE 100 FEET STRIP AFORESAID CONVEYED BY DEED RECORDED AS DOCUMENT 596932, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

LOTS 37 TO 48 INCLUSIVE IN STATE STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AND

LOTS 28 TO 33 INCLUSIVE IN WALSH'S SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THAT PART OF THE NORTH 10 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF EAST 1053.80 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

A STRIP OF LAND LYING NORTH OF AND ADJOINING PARCEL 14, WHICH LIES BETWEEN SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 AND THE NORTH LINE

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1412 SA9637000 LP1
 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

THE EAST 250 FEET OF THAT PART OF THE NORTH 10 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST 803.80 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

A STRIP OF LAND LYING NORTH AND ADJOINING PARCEL 4 WHICH LIES BETWEEN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH LINE OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 18:

LOTS 25, 26, AND 27 IN WALSH'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 19:

LOTS 31 TO 36 BOTH INCLUSIVE IN STATE STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 5 ACRES OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 20:

THE WEST 1/2 OF THE NORTH SOUTH 16 FOOT WIDE VACATED ALLEY LYING EAST OF AND ADJOINING PARCELS 18 AND 19 AFORESAID;

PARCEL 21:

ALL OF VACATED SOUTH LASALLE STREET LYING EAST OF AND ADJOINING PARCEL 13 AFORESAID AND LYING WEST OF AND ADJOINING PARCELS 18 AND 19 AFORESAID.

PARCEL 22:

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 STREET ADDRESS: 3160 SKOKIE VALLEY ROAD
 CITY: HIGHLAND PARK COUNTY: LAKE
 TAX NUMBER: 16-16-102-001-0000

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID DESCRIBED PREMISES, A DISTANCE OF 310.06 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID PREMISES, A DISTANCE OF 177.25 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID PREMISES, A DISTANCE OF 89.46 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONVEXING SOUTHEASTERLY, HAVING A RADIUS OF 237.90 FEET AND ITS RADIUS LINE FORMING AN ANGLE OF 91 DEGREES, 48 MINUTES FROM EAST TO NORTH WITH THE SOUTH LINE OF THE DESCRIBED PREMISES TO A POINT OF INTERSECTION, WITH A LINE 195.25 FEET NORTH OF THE SOUTH LINE OF SAID PREMISES; THENCE EAST ALONG SAID LINE TO ITS INTERSECTION WITH THE EAST LINE OF SAID PREMISES; THENCE SOUTH ALONG SAID EAST LINE, 195.25 FEET TO THE POINT OF BEGINNING, (EXCEPTING THE FOREGOING PREMISES THE SOUTH 33.00 FEET TAKEN FOR WEST 83RD STREET), IN COOK COUNTY ILLINOIS.

PARCEL 23:

LOT 2 IN R.K.W. RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN BLOCK 4 IN CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT 17, BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 12, 1979 AS DOCUMENT NO. T3104046 IN COOK COUNTY, ILLINOIS.

PARCEL 24:

LOTS 55 AND 56 IN EDGINGTON PARK, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 25:

LOTS 51, 52, 53 AND 54 IN EDGINGTON PARK, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

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PIN numbers

16-16-102-001	13-27-415-038
13-27-415-034	13-27-415-039
13-27-415-005	13-27-415-044
13-27-402-044	20-33-406-009
13-27-402-018	20-33-406-010
13-27-402-030	20-33-407-019
10-34-100-001	20-33-407-020
10-34-100-002	20-33-407-021
10-34-100-003	20-33-407-022
10-34-100-004	20-33-408-019
10-34-100-005	20-33-408-020
10-34-100-020	20-33-224-031
10-34-100-021	07-33-203-039
10-34-100-022	13-34-101-002
10-34-100-023	13-34-101-003
10-34-100-024	13-34-101-004
13-27-415-055	13-34-101-005
13-27-415-026	13-34-101-006
13-27-415-027	13-34-101-007

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Property Addresses

3160 Skokie Valley Road,
Highland Park

2532 North Pulaski, Chicago

4014 West Fullerton, Chicago

2612 North Pulaski, Chicago

2622 North Pulaski, Chicago

4751-4767 West Touhy,
Lincolnwood

2424 North Pulaski, Chicago

2500-2526 North Pulaski,
Chicago

4029 West Wrightwood,
Chicago

155 West 84th Street,
Chicago

200-204 West 83rd Street,
Chicago

1450 Mitchell Boulevard,
Schaumburg

4723 West Fullerton, Chicago

4713-4719 West Fullerton,
Chicago

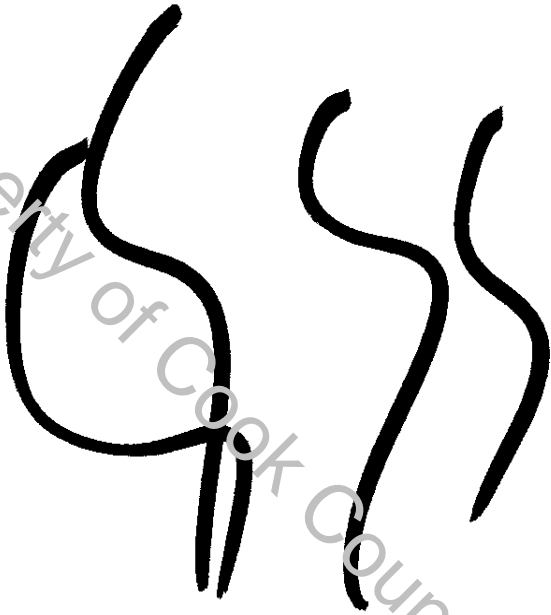
Property of Cook County Clerk's Office

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink, consisting of several loops and vertical strokes, is written over the diagonal watermark text.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I

POLICY NUMBER: 1412 - SA9637000 - LP1

EXCEPTIONS FROM COVERAGE

EXCEPT AS PROVIDED IN SCHEDULE B - PART II, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF:

FZ 1. NOTE: THIS IS A PRO FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT DOES NOT REPRESENT THE PRESENT STATE OF TITLE AND IS NOT A COMMITMENT TO INSURE THE ESTATE OR INTEREST AS SHOWN HEREIN, NOR DOES IT EVIDENCE THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN HEREIN. ANY SUCH COMMITMENT MUST BE AN EXPRESS WRITTEN UNDERTAKING ON APPROPRIATE FORMS OF THE COMPANY.

V 2. TAXES FOR THE YEAR 2013.

TAXES FOR THE YEAR 2013 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 16-16-102-001-0000.

NOTE: TAXES FOR THE YEAR 2012, AMOUNTING TO \$54,246.35, ARE PAID OF RECORD.

(AFFECTS PARCEL 1)

A 3.

1. TAXES FOR THE YEAR(S) 2013
2013 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2012 FIRST INSTALLMENT WAS DUE MARCH 1, 2013
NOTE: 2012 FINAL INSTALLMENT WAS DUE AUGUST 1, 2013

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
07-33-203-039-0000	1 OF 37	2012	\$29,821.31	PAID	\$27,021.08	PAID
10-34-100-001-0000	2 OF 37	2012	\$32,730.08	PAID	\$29,927.44	PAID
10-34-100-002-0000	3 OF 37	2012	\$963.50	PAID	\$881.02	PAID
10-34-100-003-0000	4 OF 37	2012	\$963.50	PAID	\$881.02	PAID
10-34-100-004-0000	5 OF 37	2012	\$963.50	PAID	\$881.02	PAID
10-34-100-005-0000	6 OF 37	2012	\$963.50	PAID	\$881.02	PAID
10-34-100-020-0000	7 OF 37	2012	\$6,977.05	PAID	\$6,379.57	PAID
10-34-100-021-0000	8 OF 37	2012	\$6,977.05	PAID	\$6,379.57	PAID
10-34-100-022-0000	9 OF 37	2012	\$4,787.04	PAID	\$4,377.17	PAID
10-34-100-023-0000	10 OF 37	2012	\$4,787.04	PAID	\$4,377.17	PAID
10-34-100-024-0000	11 OF 37	2012	\$6,646.80	PAID	\$6,077.60	PAID

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

13-27-402-018-0000	12 OF 37 2012	\$26,040.40	PAID	\$18,470.32	PAID
13-27-402-030-0000	13 OF 37 2012	\$5,551.36	PAID	\$5,382.86	PAID
13-27-402-044-0000	14 OF 37 2012	\$11,967.85	PAID	\$11,759.26	PAID
13-27-415-005-0000	15 OF 37 2012	\$72,048.81	PAID	\$65,008.58	PAID
13-27-415-026-0000	16 OF 37 2012	\$19,461.69	PAID	\$13,195.90	PAID
13-27-415-027-0000	17 OF 37 2012	\$23,234.81	PAID	\$20,112.93	PAID
13-27-415-034-0000	18 OF 37 2012	\$10,585.33	PAID	\$10,727.29	PAID
13-27-415-038-0000	19 OF 37 2012	\$27,866.92	PAID	\$22,192.97	PAID
13-27-415-039-0000	20 OF 37 2012	\$5,917.13	PAID	\$4,844.78	PAID
13-27-415-044-0000	21 OF 37 2012	\$33,060.98	PAID	\$31,410.44	PAID
13-27-415-055-0000	22 OF 37 2012	\$22,952.99	PAID	\$23,522.65	PAID
13-34-101-002-0000	23 OF 37 2012	\$1,138.57	PAID	\$1,167.83	PAID
13-34-101-003-0000	24 OF 37 2012	\$1,229.92	PAID	\$1,290.94	PAID
13-34-101-004-0000	25 OF 37 2012	\$1,171.12	PAID	\$1,211.90	PAID
13-34-101-005-0000	26 OF 37 2012	\$1,233.85	PAID	\$1,296.34	PAID
13-34-101-006-0000	27 OF 37 2012	\$2,967.79	PAID	\$3,629.75	PAID
13-34-101-007-0000	28 OF 37 2012	\$6,380.03	PAID	\$8,222.23	PAID

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LPI

20-33-224-031-0000	29 OF 37 2012	\$22,281.18	PAID	\$15,465.84	PAID
20-33-406-009-0000	30 OF 37 2012	\$3,678.49	PAID	\$12,437.06	PAID
20-33-406-010-0000	31 OF 37 2012	\$20,557.77	PAID	\$12,946.08	PAID
20-33-407-019-0000	32 OF 37 2012	\$912.20	PAID	\$373.33	PAID
20-33-407-020-0000	33 OF 37 2012	\$615.59	PAID	\$251.84	PAID
20-33-407-021-0000	34 OF 37 2012	\$1,154.43	PAID	\$472.58	PAID
20-33-407-022-0000	35 OF 37 2012	\$789.04	PAID	\$322.97	PAID
20-33-408-019-0000	36 OF 37 2012	\$1,213.81	PAID	\$496.86	PAID
20-33-408-020-0000	37 OF 37 2012	\$831.82	PAID	\$340.50	PAID

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LPI

TAX NUMBER	DESCRIPTIONS:	PIN #	PARCEL	LOT	07-33-203-039	23
10-34-100-001			8		37	
10-34-100-002			8		38	
10-34-100-003			8		39	
10-34-100-004			8		40	
10-34-100-005			8		41	
10-34-100-020			8		36	
10-34-100-021			8		35	
10-34-100-022			9		34	
10-34-100-023			9		33	
10-34-100-024			9		32	
13-27-402-018			5			
13-27-402-030			6A/6B			
13-27-402-044			4A			
13-27-415-005			3			
13-27-415-026			11a/11b			
13-27-415-027			11a/11b			
13-27-415-034			2			
13-27-415-038			11a/11b			
13-27-415-039			11a/11b			
13-27-415-044			12			
13-27-415-055			10			
13-34-101-002			24	9		
13-34-101-003			24	8		
13-34-101-004			25	7		
13-34-101-005			25	5 and 6		
13-34-101-006			25	4		
13-34-101-007			25	3		
16-16-102-001			1(Lake)			
20-33-224-031			22			
20-33-406-009			16/17			
20-33-406-010			14/15			
20-33-407-019			13	43 to 48, incl		
20-33-407-020			13	31, 32 and 33, incl		
20-33-407-021			13	37 to 42, incl		
20-33-407-022			13	28 to 30, incl		
20-33-408-019			18/19/20	31 to 36, incl + alley		
20-33-408-020			18/19/21	25 to 27, incl + alley		

- HH 4. ASSIGNMENT OF RENTS AND LEASES AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND DATED DECEMBER -, 2013 AND RECORDED IN COOK COUNTY, ILLINOIS, ON - AS DOCUMENT - MADE BY 2470 NORTH MILWAUKEE CORP., AN ILLINOIS CORPORATION AS TO PARCELS 1, 9 AND 10; SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., AN ILLINOIS CORPORATION AS TO PARCELS 2, 3, 5, 6A, 6B, 7, 11A, 11B AND 12 THRU 24; SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., AN ILLINOIS CORPORATION, AS TO PARCELS 4A AND 4B; SILVER-TOUHY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS TO PARCEL 8 ; LOGAN SQUARE ALUMINUM SUPPLY INC., AN ILLINOIS CORPORATION AS TO PARCEL 25 TO -.

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412-SA9637000-LP1

HI 5. ASSIGNMENT OF RENTS AND LEASES AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND DATED DECEMBER -, 2013 AND RECORDED IN LAKE COUNTY, ILLINOIS, ON ~ AS DOCUMENT ~ MADE BY 2470 NORTH MILWAUKEE CORP., AN ILLINOIS CORPORATION AS TO PARCELS 1, 9 AND 10; SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., AN ILLINOIS CORPORATION AS TO PARCELS 2, 3, 5, 6A, 6B, 7, 11A, 11B AND 12 THRU 24; SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP., AN ILLINOIS CORPORATION, AS TO PARCELS 4A AND 4B; SILVER-TOUHY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS TO PARCEL 8 ; LOGAN SQUARE ALUMINUM SUPPLY INC., AN ILLINOIS CORPORATION AS TO PARCEL 25 TO ~

AR 6. POSSIBLE LEASE WITH SPRINT, WHO APPEARS TO MAINTAIN AND KEEP A TELECOMMUNICATION TOWER ON THE LAND AS SHOWN ON THE PLAT OF SURVEY MADE BY MCTIGUE & SPIEWAK, INC., DATED JUNE 15, 1999, ORDER NO. 87-280A AND ALL PARTIES CLAIMING THEREUNDER.

(AFFECTS PARCEL 2)

CW 7. LEASE MADE BY CAPITOL BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1990 KNOWN AS TRUST NUMBER 1969 TO SPRINTCOM, INC., A KANSAS CORPORATION DATED DECEMBER 5, 1997, A MEMORANDUM OF WHICH WAS RECORDED APRIL 14, 1998 AS DOCUMENT NO. 98233806, DEMISING A PORTION OF THE LAND FOR A TERM OF 5 YEARS BEGINNING DECEMBER 5, 1997 WHICH TERM IS SUBJECT TO 4 ADDITIONAL 5 YEARS EXTENSION PERIODS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

ASSIGNED TO STC TWO LLC AND FURTHER SUBLEASED BY SUCH ENTITY TO GLOBAL SIGNAL ACQUISITIONS II LLC BY SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT MADE BY AND AMONG STC TWO LLD, LESSOR, GLOBAL SIGNAL ACQUISITIONS II LLC, LESSEE AND SPRINTCOM INC. COLLOCATOR, RECORDED JUNE 14, 2005 AS DOCUMENT 0516516195

ASSIGNMENT AND ASSUMPTION OF LEASE AND SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT MADE BY AND BETWEEN GLOBAL SIGNAL ACQUISITIONS II LLC AND GLOBAL SIGNAL ACQUISITIONS III LLC RECORDED JULY 11, 2006 AS DOCUMENT 0619235002

NOTE: LESSEE SHALL HAVE AN OPTION TO PURCHASE THE RIGHT, TITLE AND INTEREST OF LESSOR IN THE SITE IN ACCORDANCE WITH SECTION 36 OF THE AGREEMENT.

(AFFECTS PARCEL 11A)

CU 8. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY. (AFFECTS PARCES 2, 6A AND 6B)

L 9. RIGHT OF ILLINOIS BELL TELEPHONE COMPANY, A CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, LAY, MAINTAIN, ETC., UNDERGROUND CONDUITS, CABLES, ETC., WITH RIGHT OF ACCESS THERETO FOR THE MAINTENANCE THEREOF, IN, UPON, UNDER AND ALONG THE NORTHEASTERLY 5 FEET OF SAID LOTS, AS GRANTED BY INSTRUMENT DATED SEPTEMBER 23, 1975 AND RECORDED NOVEMBER 13,

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 CHICAGO TITLE INSURANCE COMPANY
 LOAN POLICY (2006)
 SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

1975 AS DOCUMENT 1738652

(AFFECTS THE NORTHEASTERLY 5 FEET)

(AFFECTS PARCEL 1)

M 10. FORTY FOOT FRONT BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION.

(AFFECTS PARCEL 1)

N 11. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE TWO DEEDS FROM FREDERICK H. BARTLETT, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1923 TO JAMES A. BUTTERWORTH AND ESTELLA MAE BUTTERWORTH, HIS WIFE, ONE DATED APRIL 16, 1946 AND RECORDED SEPTEMBER 9, 1946 AS DOCUMENT 599707 CONVEYING LOT 7, AND THE OTHER DATED MAY 19, 1944 AND RECORDED JULY 19, 1944 AS DOCUMENT 547163, CONVEYING LOTS 8 AND 9
 NOTE: SAID INSTRUMENTS CONTAIN NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS PARCEL 1)

O 12. RIGHT OF CITY OF HIGHLAND PARK, A MUNICIPAL CORPORATION, FOR EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF CONSTRUCTING, REPAIRING AND MAINTAINING A FIRE HYDRANT IN, OVER, UPON, THROUGH AND UNDER THE NORTHEASTERLY 8 FEET OF THE SOUTHEASTERLY 10 FEET OF THE NORTHWESTERLY 44 FEET OF LOT 8, AS GRANTED BY INSTRUMENT DATED OCTOBER 17, 1968 AND RECORDED DECEMBER 19, 1968 AS DOCUMENT 1405051

(AFFECTS LOT 8)

(AFFECTS PARCEL 1)

T 13. ENCROACHMENT OF ASPHALT PAVEMENT LOCATED MAINLY ON THE LAND OVER AND ONTO PREMISES LOCATED NORTHERLY OF AND ADJOINING BY 0.9 FEET AND WESTERLY OF AND ADJOINING BY 0.6 FEET AS DISCLOSED BY SURVEY PREPARED BY ILLINOIS SURVEY SERVICE, INC. DATED NOVEMBER 12, 1995.

(AFFECTS PARCEL 1)

AB 14. EASEMENT IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 91473269, AFFECTING THE THE NORTH 10 FEET OF THE EAST 84 FEET OF THE LAND.

(AFFECTS PARCEL 2)

AD 15. DECLARATION OF RESTRICTIVE COVENANT DATED DECEMBER 17, 2003 AND RECORD NOVEMBER 26, 2003 AS DOCUMENT 0333003020 RELATING TO USE, ACCESS AND VISIBILITY FROM STREETS.

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412-SA9637000-LP1

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS PARCEL 2)

- AG 16. EASEMENT IN GROSS RESERVED BY CMC REAL ESTATE CORPORATION, ITS SUCCESSORS, GRANTEES AND ASSIGNS, FOR THE CONTINUED MAINTENANCE, OPERATION AND USE OF ALL EXISTING DRIVEWAYS, ROADS, CONDUITS, SEWERS, WATER MAINS, GAS, ELECTRIC POWER LINES, WIRES AND OTHER UTILITIES AND EASEMENTS OF ANY KIND WHATSOEVER ON THE LAND, WHETHER OR NOT OF RECORD, INCLUDING THE REPAIR, RECONSTRUCTION AND REPLACEMENT THEREOF, UNLESS OTHERWISE PROVIDED FOR IN THE HERINAFTER NOTED QUIT CLAIM DEED AND A FURTHER RESERVATION OF THE RIGHT AND PRIVILEGE OF CMC REAL ESTATE CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONVERT ANY EXISTING LEASES, LICENSES AND AGREEMENTS FOR DRIVEWAYS, ROADS, CONDUITS, SEWERS, WATER MAINS, GAS LINES, ELECTRIC POWER LINES, WIRES AND OTHER UTILITIES TO PERMANENT EASEMENTS BY ISSUANCE OF A SUITABLE GRANT IN RECORDABLE FORM, ALL AS SET FORTH IN THE QUIT CLAIM DEED FROM CMC REAL ESTATE CORPORATION TO JOHN N. RENTAS AND KATHRYN K. RENTAS, HIS WIFE, RECORDED JUNE 26 1987 AS DOCUMENT 87352073.

(AFFECTS PARCEL 3)

- AH 17. COVENANT RUNNING WITH THE LAND CONTAINED IN QUIT CLAIM DEED FROM CMC REAL ESTATE CORPORATION TO JOHN N. RENTAS AND KATHRYN K. RENTAS, HIS WIFE, RECORDED JUNE 26, 1987 AS DOCUMENT 87352073, WHICH PROHIBITS GRANTEE, ITS SUCCESSORS AND ASSIGNS, FROM UNREASONABLY IMPEDING THE FLOW OF DRAINAGE WATER OVER THE LAND SO AS TO ADVERSELY AFFECT RAIL OPERATIONS. THIS COVENANT DOES NOT PROHIBIT THE GRANTEE FROM ERECTING BUILDINGS OR OTHER IMPROVEMENTS ON THE LAND, PROVIDED THAT DRAINAGE EQUIVALENT TO THAT EXISTING AT THE TIME, TO THE REFERENCED CONVEYANCE IS MAINTAINED, WHETHER NATURALLY OR BY OTHER MEANS.

(AFFECTS PARCEL 3)

- AJ 18. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: 96932916 DATE OF RECORDING: DECEMBER 10, 1996

(AFFECTS PARCELS 5, 6A, 6B AND 7)

- AS 19. ACCESS EASEMENT AND A 10 FOOT UTILITY EASEMENT AS DEPICTED ON THE PLAT OF SURVEY MADE BY MCTIGUE & SPIEWAK, INC., DATED JUNE 15, 1999, ORDER NO. 87-280A

(AFFECTS PARCEL 3)

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

AU 20. UNRECORDED EASEMENTS IN FAVOR OF QUASI AND/OR PUBLIC UTILITY COMPANIES OVER THE WESTERLY LINE OF THE LAND AND SHOWN AS MANHOLES, OVER THE EAST LINE OF THE LAND AND SHOWN AS MANHOLES AND OVER THE SOUTHERLY LINE OF THE LAND AND MARKED WITH OVERHEAD WIRES AND UTILITY POLES AS DEPICTED ON THE PLAT OF SURVEY MADE BY MCTIGUE & SPIEWAK, INC., DATED JUNE 15, 1999, ORDER NO. 87-280A

(AFFECTS PARCEL 3)

AV 21. TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE CONSENT DECREE ENTERED DECEMBER 21, 2000 IN CASE 00M1402672 FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS.

(AFFECTS PARCELS 3, 5, 6A, 6B AND 7)

AQ 22. ENCROACHMENT OF THE BUILDINGS LOCATED EASTERLY OF PARCEL 3 OF THE LAND OVER AND ONTO PARCEL 3 BY DISTANCES OF .36 FEET, .28 FEET, .30 FEET, .29 FEET, .15 FEET AS SHOWN ON THE PLAT OF SURVEY MADE BY MCTIGUE & SPIEWAK, INC., DATED JUNE 15, 1999, ORDER NO. 87-280A

(AFFECTS PARCEL 3)

AT 23. ENCROACHMENT OF THE METAL WINDOW GRATES AND CONCRETE STAIRS ATTACHED TO THE BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING THE LAND OVER AND ONTO THE LAND BY 1.8 FEET AND UNDISCLOSED DISTANCES, RESPECTIVELY AS DEPICTED ON THE PLAT OF SURVEY MADE BY MCTIGUE & SPIEWAK, INC., DATED JUNE 15, 1999, ORDER NO. 87-280A

(AFFECTS PARCEL 3)

AY 24. POSSIBLE UTILITY EASEMENTS FOR MAINTAINANCE AND REPAIR AS DISCLOSED BY STORM SEWER SHOWN ON SURVEY PREPARED BY HOWARD SURVEYING CO., INC. AS SURVEY DATED AUGUST 4, 1999.

(AFFECTS PARCEL 4)

AZ 25. RESERVATION OF EASEMENT IN FAVOR OF ALDI INC. CONTAINED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 21, 1999 AS DOCUMENT 99890967 FOR THE MAINTENANCE, REPAIR AND RECONSTRUCTION OF ITS ADVERTISING SIGN LOCATED AT THE SOUTHEAST CORNER OF THE LAND AND MORE PARTICULARLY DESCRIBED ON EXHIBIT 'D' ATTACHED THERETO, ALONG WITH ACCESS TO AND ELECTRICAL SERVICE THERETO.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS PARCEL 4)

BA 26. TERMS AND PROVISIONS OF A RIGHT OF FIRST REFUSAL TO PURCHASE THE LAND IN FAVOR OF ALDI INC., AS CONTAINED IN THE DEED RECORDED SEPTEMBER 21, 1999 AS DOCUMENT NO. 99890967.

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LOAN POLICY (2006)
SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

(AFFECTS PARCEL 4)

- BC 27. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: 99759219 DATE OF RECORDING: AUGUST 10, 1999

(AFFECTS PARCEL 4)

- BD 28. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING BUT NOT LIMITED TO RESTRICTION THAT THE PROPERTY MAY NOT BE USED AS A GROCERY STORE FOR A PERIOD OF 20 YEARS FROM THE DATE OF THE DEED CONTAINED IN THE DOCUMENT RECORDED SEPTEMBER 21, 1999 AS DOCUMENT NO. 99890967 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 4)

- BE 29. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 4B CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

(AFFECTS PARCEL 4)

- BG 30. ENCROACHMENT OF THE SIGN AND MAILBOX LOCATED OVER AND ONTO THE PROPERTY EAST AND ADJOINING THE LAND IN THEIR ENTIRETY AS DISCLOSED BY THE SURVEY MADE BY HOWARD SURVEYING CO., INC., DATED AUGUST 16, 1999, REVISED AUGUST 24, 1999.

(AFFECTS PARCEL 4)

- BH 31. POSSIBLE ENCROACHMENT OF THE "PROPOSED 3000 SQ. FT. RETAIL BUILDING" OVER AND ONTO THE 8 INCH STORM SEWER AS DISCLOSED BY THE SURVEY MADE BY HOWARD SURVEYING CO., INC., DATED AUGUST 16, 1999, REVISED AUGUST 24, 1999.

(AFFECTS PARCEL 4)

- BI 32. ENCROACHMENT OF THE PARKING CURBS LOCATED MAINLY ON THE PROPERTY SOUTH AND ADJOINING THE LAND OVER AND ONTO THE LAND AS DISCLOSED BY THE SURVEY MADE BY HOWARD SURVEYING CO., INC., DATED AUGUST 16, 1999, REVISED AUGUST 24, 1999 AND THE POSSIBLE RIGHTS OF THE PUBLIC AND OWNERS, LICENSEES AND ANY ONE

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

CLAIMING UNDER, BY OR THROUGH THE PROPERTY OWNERS LOCATED WEST AND ADJOINING THE LAND.

(AFFECTS PARCEL 4)

- BJ 33. GRANT FOR RAILROAD SWITCH TRACK PURPOSES DATED MARCH 17, 1920 AND RECORDED MARCH 29, 1920 AS DOCUMENT 6774805 MADE BY W. R. JOHNSTON MANUFACTURING COMPANY TO ILLINOIS GLASS COMPANY OF THE FOLLOWING DESCRIBED PREMISES: START AT THE POINT OF INTERSECTION OF THE WESTERLY SIDE LINE OF CRAWFORD AVENUE AND THE NORTHERLY SIDE LINE OF WRIGHTWOOD AVENUE EXTENDED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ON AND ALONG SAID WESTERLY SIDE LINE OF CRAWFORD AVENUE 232.7 FEET TO A POINT IN NORTHERLY BOUNDARY LINE OF THE PROPERTY OF ILLINOIS GLASS COMPANY, SAID LINE BEING SOUTH LINE OF NORTH 400 FEET OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTH EAST 1/4 OF SAID SECTION 27 THENCE WESTERLY ON AND ALONG SAID LAST DESCRIBED SOUTH LINE 540.62 FEET TO POINT OF BEGINNING; THENCE NORTHWESTERLY TANGENT TO LAST DESCRIBED LINE ON AND ALONG A CURVE OF 287.9 FEET RADIUS CONVEX TO SOUTH 105 FEET MORE OR LESS TO POINT IN EASTERLY SIDE LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, THENCE SOUTH ON AND ALONG EASTERLY SIDE LINE OF SAID RIGHT OF WAY 20 FEET MORE OR LESS TO A POINT IN SAID SOUTH LINE OF THE NORTH 400 FEET OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTH EAST 1/4 OF SAID SECTION 27; THENCE EASTERLY ON AND ALONG SAID SOUTH LINE 100 FEET TO PLACE OF BEGINNING.

(AFFECTS PARCELS 5 AND 7).

- BL 34. CATCH BASIN LOCATED IN SOUTHEAST CORNER OF PARCEL 6B

(AFFECTS PARCEL 6B).

- BM 35. ENCROACHMENT OF A PART OF EXTENSION OF CONCRETE RETAINING WALL ALONG EASTERLY LINE OF PARCEL 6B INTO WRIGHTWOOD AVENUE 1.03 FEET AND A PART THEREOF RUNNING IN A SOUTHWESTERLY DIRECTION 4.0 FEET.

(AFFECTS PARCEL 6B)

- BN 36. ENCROACHMENT OF A WOVEN WIRE FENCE ALONG EASTERLY LINE INTO THE LAND FROM THE POINT OF ITS INTERSECTION WITH SAID EASTERLY LINE, APPROXIMATELY 61 FEET NORTHWESTERLY OF SOUTHEASTERLY CORNER OF PARCEL 6B, TO A POINT 3.05 FEET SOUTHWESTERLY OF SAID EASTERLY LINE AND 0.10 FEET NORTH OF THE SOUTH LINE THEREOF.

(AFFECTS PARCEL 6B)

- B0 37. TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL NO. 7 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS PARCEL 7)

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

- BP 38. AGREEMENT FOR RAILROAD SWITCH TRACK PURPOSES DATED MAY 2, 1924 AND RECORDED JULY 1, 1977 AS DOCUMENT 23995808 MADE BY AND BETWEEN ILLINOIS GLASS COMPANY AND THE GREAT ATLANTIC AND PACIFIC TEA COMPANY.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS PARCEL 5).

- BQ 39. AGREEMENT FOR RAILROAD SWITCH TRACK PURPOSES DATED MAY 2, 1924 AND RECORDED JULY 1, 1977 AS DOCUMENT 23995809 MADE BY AND BETWEEN BASSICK MANUFACTURING COMPANY AND THE GREAT ATLANTIC AND PACIFIC TEA COMPANY.

(AFFECTS PARCEL 5).

- BR 40. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: 90488319 DATE OF RECORDING: OCTOBER 5, 1990

(AFFECTS PARELS 5, 6A AND 6B)

- BS 41. ENCROACHMENT OF THE RETAINING WALL LOCATED MAINLY ON PARCEL 5 OVER AND ONTO THE PROPERTY SOUTH AND ADJOINING THE LAND BY UNDISCLOSED DISTANCES AS SHOWN ON THE PLAT OF SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY, DATED AUGUST 30, 1990, ORDER NO. 9008003.

(AFFECTS PARCEL 5)

- BT 42. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON PARCEL 6-B OVER AND ONTO THE PROPERTY EAST AND ADJOINING THE LAND BY .05 AND OVER AND ONTO THE PROPERTY SOUTH AND ADJOINING THE LAND BY 3.05 FEET AS SHOWN ON THE PLAT OF SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY, DATED AUGUST 30, 1990, ORDER NO. 9008003.

(AFFECTS PARCEL 6B)

- BU 43. RIGHT, TITLE AND INTEREST OF THE PUBLIC AND THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN AND TO THE THAT PART OF THE LAND CONDEMNED ON A COMPLAINT FILED NOVEMBER 17, 1986, AS CASE NUMBER 86 L 51331, AND AN ORDER VESTING TITLE ENTERED THEREIN ON APRIL 20, 1987.

(AFFECTS THAT PART OF LOT 37 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 37; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 00 MINUTES, 25 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 37, A DISTANCE OF 17.00 FEET; THENCE SOUTH 54 DEGREES, 07 MINUTES, 41 SECONDS WEST, 20.98 FEET TO A POINT ON THE WEST LINE OF SAID LOT 37, SAID POINT

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

BEING SOUTH 00 DEGREES, 01 MINUTES, 15 SECONDS WEST, 12.00 FEET FROM THE NORTH WEST CORNER OF SAID LOT 37; THENCE NORTH 00 DEGREES, 07 MINUTES, 41 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.)

(AFFECTS PARCEL 8)

- BV 44. RESTRICTIONS CONTAINED IN THE PLAT OF SAID SUBDIVISION RECORDED JUNE 27, 1927 AS DOCUMENT 9691849, RELATING TO THE LOCATION, COST, USE AND CONSTRUCTION OF BUILDINGS TO BE ERECTED ON THE LAND.

(AFFECTS PARCEL 8)

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

- BW 45. ENCROACHMENT OF BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING ONTO THE LAND BY APPROXIMATELY .05 OF A FOOT, AS DEPICTED ON SURVEY 8613114 PREPARED BY JOSEPH A. SCHUDT AND ASSOCIATES.

(AFFECTS PARCEL 8)

- BX 46. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: 93360369 DATE OF RECORDING: MAY 13, 1993

(AFFECTS PARCEL 8)

- CF 47. AGREEMENT CONTAINED IN WARRANTY DEED FROM SIDNEY DE-LOVE AND HIS WIFE TO FREDERICK GRUNECK AND EVELYN, HIS WIFE, AND THADDEUS WEILEW AND MARGARET, HIS WIFE, RECORDED OCTOBER 29, 1952 AS DOCUMENT 15472320 THAT NO PART OF THE LAND SHALL BE USED AS A DRUG STORE OR PHARMACEUTICAL DEPARTMENT.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS LOTS 32 AND 33)

(AFFECTS PARCEL 9)

- CG 48. RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN PLAT OF WITTBOLD'S ADDITION RECORDED JUNE 20, 1927 AS DOCUMENT 9691849 RELATING TO COST, USE AND CONSTRUCTION OF BUILDINGS TO BE ERECTED ON THE LAND.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS PARCEL 9)

CH 49. RIGHTS, IF ANY, OF PUBLIC OR QUASI-PUBLIC UTILITIES.

(AFFECTS PARCEL 9)

CI 50. ENCROACHMENT OF 2-STORY CONCRETE FACE BUILDING LOCATED ON THE LAND WEST OF AND ADJOINING, OVER THE WEST LINE BY AMOUNT BETWEEN 0.03 AND 0.14 OF A FOOT.

(AFFECTS PARCEL 9)

CK 51. RESTRICTIONS AS TO THE SALE OF INTOXICATING LIQUORS ON THE LAND AND OTHER PROPERTY CONTAINED IN DEED FROM ELSIE WHITE AND OTHERS TO ALFRED C. WILDERSON DATED JANUARY 3, 1905 AND RECORDED JANUARY 3, 1905 AS DOCUMENT 3639129.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS PARCEL 10)

CM 52. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED MARCH 10, 1911 AS DOCUMENT 4720164 THAT NO INTOXICATING LIQUORS SHALL EVER BE SOLD ON THE LAND THEREIN.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS PARCEL 10)

CX 53. EASEMENT IN FAVOR OF SPRINTCOM, INC., A KANSAS CORPORATION, FOR UNRESTRICTED RIGHTS OF ACCESS TO THE LEASE AREA, (LEASE SHOWN AT EXCEPTION REFERENCE LETTER 'M') AND TO ELECTRIC AND TELEPHONE FACILITIES, FOR A TERMS OF 5 YEARS COMMENCING DECEMBER 5, 1997 AND IS SUBJECT TO 4 ADDITIONAL 5 YEAR EXTENSIONS, AS SET FORTH IN MEMORANDUM OF PCS SITE AGREEMENT RECORDED APRIL 14, 1998 AS DOCUMENT 98289806.

THE EXACT LOCATION OF SAID EASEMENT IS NOT SHOWN OF RECORD.

(AFFECTS PARCELS 11A AND 11B)

CY 54. VIOLATION OF LOT LINE BY ENCROACHING FENCE POSTS LOCATED ON THE SOUTH LINE BY 0.23 OF A FOOT SOUTH NEAR THE SOUTHEASTERLY CORNER AND 0.60 OF A FOOT SOUTH NEAR SOUTHWESTERLY CORNER AND 0.25 OF A FOOT WEST ONTO OTHER PROPERTY

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LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412-SA9637000-LP1

ADJOINING AS DISCLOSED BY PROFESSIONAL ASSOCIATED LAND TITLE SURVEY, DATED JANUARY 6, 1990 ORDER NUMBER 90-15950.

(AFFECTS PARCELS 11A AND 11B)

- DE 55. EASEMENT FOR THE USE AND MAINTENANCE OF THE NOW EXISTING SWITCH TRACK ACROSS THE SOUTHWEST CORNER OF LAND IN A NORTHWESTERLY DIRECTION TO THE TRACKS AND RIGHT OF WAY OF THE C. M. AND ST. P. RAILROAD AS TO WHICH EASEMENT IT IS THE INTENTION OF THE GRANTOR TO INCLUSIVE AS PART OF THIS GRANT THE RIGHT TO GRANTEE TO USE ALL SWITCH TRACK, IT BEING A CONDITIONS HEREIN THAT THE COST OF MAINTAINING SAID SWITCH TRACK SHOULD BE DIVIDED EQUALLY BETWEEN GRANTOR AND GRANTEE AS LONG AS SAME SHOULD BE USED BY THEM IN COMMON AS CREATED BY QUIT CLAIM DEED DATED MAY 6, 1943 AND RECORDED MAY 10, 1943 AS DOCUMENT 13072702 BY FRED E. HUMMEL AS TRUST TO ESPER A. PETERSEN.

(AFFECTS PARCEL 12 AND OTHER PROPERTY)

- DF 56. TERMS AND CONDITIONS CONTAINED IN "NO FURTHER REMEDIATION" LETTER RECORDED SEPTEMBER 27, 2003 AS DOCUMENT 0326918050, PROVIDING THAT THE LAND USE SHALL BE INDUSTRIAL/COMMERCIAL.

(AFFECTS PARCEL 12)

- DG 57. ENCROACHMENT OF THE WINDOW GRATES LOCATED MAINLY ON THE LAND ONTO THE PROPERTY SWEST AND ADJOINING BY APPROXIMATELY 1.45 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2004-00566-001 PREPARED BY GREMLEY & BIEDERMANN DATED MARCH 23, 2004.

NOTE: THIS EXCEPTION WILL NOT APPEAR ON LOAN POLICY.

(AFFECTS PARCEL 12)

- DK 58. A 15 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SUBDIVISION.

(AFFECTS PARCEL 18)

- DL 59. RIGHTS OF THE MUNICIPALITY, THE STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED ALLEY.

(AFFECTS PARCEL 20)

- DM 60. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED ALLEY FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES.

(AFFECTS PARCEL 20)

- DN 61. RIGHTS OF THE MUNICIPALITY, THE STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED STREET.

(AFFECTS PRACEL 21)

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412-SA9637000-LP1

- DD 62. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES.

(AFFECTS PARCEL 21)

- DP 63. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF A RESTRICTIVE COVENANT DATED APRIL 1, 1994 AND RECORDED APRIL 27, 1994 AS DOCUMENT 94378344.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS PARCELS 13 THRU 21)

- DT 64. EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE AND WITH RIGHT OF INGRESS AND EGRESS, AND WITH PROVISIONS FOR RELOCATING SAID EASEMENTS, AS CREATED BY GRANT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 AND KNOWN AS TRUST NUMBER 6835 TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS, DATED AUGUST 9, 1950 AND RECORDED SEPTEMBER 1, 1950 AS DOCUMENT 14893430, IN, UNDER, OVER, ACROSS AND ALONG THAT PART OF THE LAND FALLING IN THE SOUTH 366.00 FEET OF THE EAST 1/2 OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 33.00 FEET THEREOF) DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF THE NORTH 208.00 FEET OF THE EAST 28.00 FEET, THE SOUTH 10.00 FEET OF THE NORTH 203 FEET 9 INCHES OF THE WEST 100.00 FEET OF THE EAST 363 FEET 5-1/4 INCHES.

(AFFECTS THE SOUTH 10 FEET OF THE NORTH 37.25 FEET OF THE EAST 28 FEET; THE WEST 10 FEET OF THE EAST 28 FEET OF THE NORTH 22.25 FEET; THE WEST 10 FEET OF THE EAST 273 FEET 5 AND 1/4 INCHES OF THE NORTH 5 FEET; AND THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE WEST 52.283 FEET OF THE LAND)

(AFFECTS PARCEL 22)

- DU 65. EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE, WITH RIGHT OF INGRESS AND EGRESS, AND WITH PROVISIONS FOR RELOCATING SAID EASEMENTS, AS CREATED BY GRANT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 AND KNOWN AS TRUST NUMBER 6835 TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS, DATED JULY 22, 1952 AND RECORDED JULY 24, 1952 AS DOCUMENT 15394787, IN, UNDER, OVER, ACROSS, AND ALONG A STRIP OF LAND 10 FEET WIDE, RUNNING IN AN EASTERLY DIRECTION THROUGH THE FOLLOWING:

THE SOUTH 366 FEET (EXCEPT THE WEST 393 FEET THEREOF) OF THE EAST 1/2 OF THE

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 LOAN POLICY (2006)
 SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID 10 FOOT STRIP OF LAND BEING 5 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT WHICH IS 188.75 FEET SOUTH OF THE NORTH LINE AND 5 FEET EAST OF THE WEST LINE OF THE SAID DESCRIBED LAND RUNNING THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DESCRIBED LAND FOR A DISTANCE OF 41.88 FEET THENCE NORTHEASTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 237.90 FEET FOR A DISTANCE OF 85.81 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE WHICH IS 170.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID DESCRIBED LAND; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 110.19 FEET TO A POINT WHICH IS 28 FEET WEST OF THE EAST LINE OF THE SAID DESCRIBED LAND

ALSO THE SOUTH 10 FEET OF THE NORTH 175.25 FEET OF THE EAST 18 FEET OF THE SAID DESCRIBED LAND AND THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS THE NORTHERLY 5 FEET (EXCEPT THE WEST 42.58 FEET AND EXCEPT THE EAST 28 FEET) AND THE NORTH 5 FEET OF THE EAST 18 FEET OF THE LAND)

(AFFECTS PARCEL 22)

- DV 66. EASEMENT OVER THE EAST 33 FEET OF THE NORTH 175 FEET OF THE SOUTH 195.25 FEET OF THE EAST 1/2 OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN FOR ROADWAY, DRIVEWAY AND PASSAGEWAY AS CONTAINED IN DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 30, 1946 KNOWN AS TRUST NUMBER 6835 TO ELAINE M. BLOM, DATED JULY 24, 1952 AND RECORDED JULY 25, 1952 AS DOCUMENT 15396571.

(AFFECTS THE EAST 33 FEET OF THE LAND)

(AFFECTS PARCEL 22)

- DW 67. EASEMENT FOR ROADWAY AND PASSAGEWAY OVER THE EAST 33 FEET OF THE NORTH 20.25 FEET OF THE SOUTH 199.25 FEET OF THE EAST 1/2 OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33 AS RESERVED IN THE DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, TO ELAINE BLOM DATED JULY 24, 1952 AND RECORDED JULY 25, 1952 AS DOCUMENT 15396571 BY AGREEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 AND KNOWN AS TRUST NUMBER 6835 WITH AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 24, 1952 AND KNOWN AS TRUST NUMBER 9278 DATED JANUARY 14, 1955 AND RECORDED FEBRUARY 11, 1955 AS DOCUMENT 16147921 THE DESCRIPTION OF THE LAND RESERVED FOR ROADWAY WAS AMENDED TO READ THE EAST 33 FEET OF THE NORTH 20.25 FEET OF THE SOUTH 195.25 FEET OF THE EAST 1/2 OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33.

(AFFECTS THE EAST 33 FEET OF THE NORTH 20.25 FEET OF THE LAND)

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 LOAN POLICY (2006)
 SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

(AFFECTS PARCEL 22)

- DX 68. EASEMENT OVER, UPON AND ACROSS THE EAST 33 FEET OF THE SOUTH 195.25 FEET OF THE EAST 1/2 OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33 FOR ROADWAY, DRIVEWAY AND PASSAGEWAY AS CONTAINED IN DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 KNOWN AS TRUST NUMBER 6835 TO BERNAT BUILDING CORPORATION, A CORPORATION OF ILLINOIS, DATED JANUARY 17, 1955 AND RECORDED FEBRUARY 11, 1955 AS DOCUMENT 16147922.

(AFFECTS THE EAST 33 FEET OF THE LAND)

(AFFECTS PARCEL 22)

- DY 69. EASEMENT OVER AND UPON THE EAST 33 FEET OF NORTH 142 FEET OF SOUTH 175 FEET OF THE SOUTH 23 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN FOR ROADWAY, DRIVEWAY AND PASSAGEWAY AS CONTAINED IN GRANT FROM ENJAY CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 AND KNOWN AS TRUST NUMBER 6835, DATED DECEMBER 16, 1952 AND RECORDED DECEMBER 19, 1952 AS DOCUMENT 15510424.

(AFFECTS THE EAST 33 FEET OF THE SOUTH 142 FEET OF THE LAND)

(AFFECTS PARCEL 22)

- DZ 70. RESERVATION CONTAINED IN GRANT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1946 KNOWN AS TRUST NUMBER 6835 TO ADMIRAL DIE CASTING CORPORATION NOW KNOWN AS PORTABLE ELECTRIC TOOLS INC., DATED JULY 8, 1952 AND RECORDED JULY 8, 1952 AS DOCUMENT 15382684

TO THE GRANTOR ITS GRANTEE SUCCESSORS AND ASSIGNS THE RIGHT TO GRANT AN EASEMENT FOR PUBLIC UTILITIES PURPOSES TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, ITS GRANTEE, SUCCESSORS AND ASSIGNS ON, OVER, ACROSS, UNDER AND ALONG "STRIP B"; WHICH "STRIP B" IS SUBSTANTIALLY DESCRIBED AS A STRIP OF LAND 18 FEET WIDE, BEING 9 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT 165 FEET NORTH OF SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND 303 FEET EAST OF WEST LINE OF EAST 1/2 OF SOUTH 23 ACRES WEST 1/2 OF SAID NORTHEAST 1/4; THENCE PARALLEL TO SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 80 FEET, THENCE NORTHEASTERLY ALONG A CURVE CONVEXING SOUTHEASTERLY AND HAVING A RADIUS OF 231 FEET TO A POINT WHERE SAID LINE SHALL MEET AND MERGE WITH THE CENTER LINE OF THE HEREINBEFORE DESCRIBED STRIP "A" APPROXIMATELY 110 FEET EAST OF EAST LINE OF HEREINBEFORE DESCRIBED PARCEL 2.

(AFFECTS PARCEL 22)

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LPI

- EA 71. A 25 FOOT BUILDING LINE OVER THE NORTH AND EAST LINES OF THE LAND AS SHOWN ON THE PLAT OF CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NO. 17, FILED AS DOCUMENT LR. 2593915 AND SHOWN ON THE PLAT OF R. K. W. RESUBDIVISION FILED JULY 12, 1979 AS DOCUMENT LR. 3104046.
- (AFFECTS PARCEL 23)
- EB 72. EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE OVER THE SOUTH 15 FEET OF THE LAND AS SHOWN ON THE PLAT OF CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NO. 17 FILED AS DOCUMENT LR. 2593915 AND AS SHOWN ON THE PLAT OF R. K. W. RESUBDIVISION FILED JULY 12, 1979 AS DOCUMENT LR. 3104046.
- (AFFECTS PARCEL 23)
- EC 73. EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, SEWER AND WATER OVER THE EAST 25 FEET AND THE NORTH 25 FEET OF THE LAND, AS DISCLOSED BY THE PLAT OF R. K. W. RESUBDIVISION FILED AS DOCUMENT LR. 3104046 AND AS SHOWN ON THE PLAT OF CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NO. 17 FILED AS DOCUMENT LR. 2593915.
- (AFFECTS PARCEL 23)
- ED 74. EASEMENT OVER THE NORTH 25 FEET, THE EAST 25 FEET AND SOUTH 15 FEET OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES, TOGETHER WITH RIGHT OF ACCESS THERETO, AS GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND AS SHOWN ON THE PLAT OF R. K. W. RESUBDIVISION FILED AS DOCUMENT LR 3104046 AND AS SHOWN ON THE PLAT OF CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 17, FILED AS DOCUMENT LR 2593915.
- (AFFECTS PARCEL 23)
- EE 75. EASEMENT OVER THE NORTH 25 FEET, THE EAST 25 FEET AND THE SOUTH 15 FEET OF THE LAND FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES AND AS SHOWN ON THE PLAT OF RESUBDIVISION FILED JULY 12, 1979 AS DOCUMENT LR 3104046 AND AS SHOWN ON THE PLAT OF CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 17, FILED AS DOCUMENT LR 2593915.
- (AFFECTS PARCEL 23)
- EF 76. COVENANTS AND RESTRICTIONS CONTAINED IN THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 52300 TO FEDERAL SCREW PRODUCTS, INC. FILED DECEMBER 14, 1971 AS DOCUMENT LR 2598366 RELATING TO THE USE OF THE LAND, CONSTRUCTION OF BUILDINGS, PARKING AREAS, AND RESERVATION ON THE GRANTOR OF RIGHTS-OF-WAY AND EASEMENTS FOR MAINTAINING UTILITY SERVICES.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1412 - SA9637000 - LP1

(AFFECTS PARCEL 23)

- EG 77. EASEMENT GRANT MADE BY R. K. W. DEVELOPMENT COMPANY TO COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE ELECTRICAL FACILITIES AND OTHER NECESSARY APPURTENANCES, WITH RIGHT OF ACCESS TO THE SAME, OVER THE WEST 10 FEET OF THE LAND, SAID GRANT RECORDED JANUARY 11, 1979 AS DOCUMENT 24799556.

(AFFECTS PARCEL 23)

- EH 78. THE EASEMENT GRANT FROM R. K. W. DEVELOPMENT COMPANY TO COMMONWEALTH EDISON COMPANY RECORDED JANUARY 11, 1979 AS DOCUMENT 24799556 SHOULD BE FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

(AFFECTS PARCEL 23)

- EI 79. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.

(AFFECTS PARCEL 23)

- EK 80. ENCROACHMENT OF CONCRETE WALL MAINLY ON THE LAND ACROSS AND OVER LAND ADJOINING TO THE WEST BY 1-3/4 INCHES AS DISCLOSED BY SURVEY BY JOHN M. MISTURAK DATED MARCH 11, 2011 ORDER NO. 110160 (Y).

(AFFECTS PARCEL 24)

- EL 81. ENCROACHMENT OF GATE POST MAINLY ON THE LAND ACROSS AND OVER LAND ADJOINING TO THE WEST BY 2-1/2 INCHES AS DISCLOSED BY SURVEY BY JOHN M. MISTURAK DATED MARCH 11, 2011 ORDER NO. 110160 (Y).

(AFFECTS PARCEL 24)

- EM 82. ENCROACHMENT OF FENCE MAINLY ON THE LAND ACROSS AND OVER THE LAND ADJOINING TO THE EAST BY 4-1/4 INCHES AT NORTH EAST CORNER AS DISCLOSED BY SURVEY BY JOHN M. MISTURAK DATED MARCH 11, 2011 ORDER NO. 110160 (Y).

(AFFECTS PARCEL 24)

- EP 83. REDEVELOPMENT AGREEMENT MADE BY AND BETWEEN THE CITY OF CHICAGO AND HOME DEPOT USA INC. RECORDED DECEMBER 3, 2007 AS DOCUMENT 0733709069

(AFFECTS PARCELS 24 AND 25)

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006) SCHEDULE B - PART II

POLICY NUMBER: 1412 - SA9637000 - LP1

IN ADDITION TO THE MATTERS SET FORTH IN PART I OF THIS SCHEDULE, THE TITLE IS SUBJECT TO THE FOLLOWING MATTERS AND THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED IN THE EVENT THAT THEY ARE NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE:

- CV 1. UNRECORDED LEASE MADE BY SILVER REAL ESTATE MANAGEMENT & DEVELOPMENT CORP. TO LOGAN SQUARE ALUMINUM SUPPLY, INC. DATED OCTOBER 1, 1990 AS DISCLOSED BY AGREEMENT RECORDED JUNE 8, 1992 DOCUMENT NO. 92403760, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING OCTOBER 1, 1990 AND ENDING MARCH 31, 1995, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

(AFFECTS PARCELS 11A, 11B AND 12 AND OTHER PROPERTY)

- HL 2. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT BY AND BETWEEN SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP, LANDLORD, LOGAN SQAURE ALLUMINUM SUPPLY, INC. , TENANT, AND THE PRIVATEBANK AND TRUST COMPANY, LENDER DATED ~ AND RECORDED IN COOK COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND RECORDED IN LAKE COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND THE TERMS AND PROVISIONS THEREIN CONTAINED.

- EO 3. LEASE MADE BY SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP AND LOGAN SQUARE ALUMINUM SUPPLY INC, COLLECTIVELY, LANDLORD, TO KFC CORPORATION, TENANT DATED FEBRUARY 17, 2003, A MEMORANDUM OF WHICH WAS RECORDED NOVEMBER 26, 2003 AS DOCUMENT NO. 0333003019, DEMISING THE LAND FOR A TERM OF 20 YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

OPTION TO EXTEND FOR FOUR ADDITIONAL PERIODS OF 4 YEARS EACH

ASSIGNMENT AND ASSUMPTION OF LEASE TO FULLERTON CHICKEN, INC. RECORDED MARCH 29, 2012 AS DOCUMENT 1208916058

(AFFECTS PARCELS 24 AND 25)

- HM 4. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT BY AND BETWEEN SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP, LANDLORD, ALLIED BUILDING PRODUCTS CORP., TENANT, AND THE PRIVATEBANK AND TRUST COMPANY, LENDER, DATED ~ AND RECORDED IN COOK COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND RECORDED IN LAKE COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND THE TERMS AND PROVISIONS THEREIN CONTAINED.

- HK 5. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT BY AND BETWEEN SILVER REAL ESTATE MANAGEMENT AND DEVELOPMENT CORP, LANDLORD, ALLIED BUILDING PRODUCTS CORP., TENANT, AND THE PRIVATEBANK AND TRUST COMPANY, LENDER, DATED ~ AND RECORDED IN COOK COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND RECORDED IN LAKE COUNTY, ILLINOIS ON ~ AS DOCUMENT ~ AND THE TERMS AND PROVISIONS THEREIN CONTAINED.


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EXHIBIT "C"

LEASES

SEE RENT ROLL

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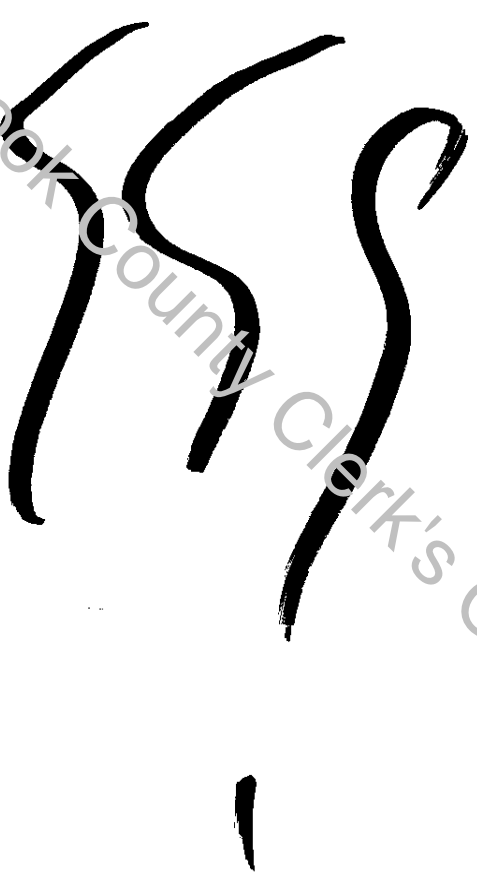
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EXHIBIT "D"

COMPLIANCE EXCEPTIONS

None.

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