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2014

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1416129029 Fee: \$112.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/10/2014 12:23 PM Pg: 1 of 31

80064224

Report Mortgage Fraud
800-532-8705

The property identified as: **PIN:** 11-30-423-014-0000

Address:

Street: 1748 W TOUHY AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60621

Lender: BMO HARRIS BANK N.A.

Borrower: ESQUIRE PETROLEUM, LLC

Loan / Mortgage Amount: \$10,200,000.00

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

Certificate number: 80E98FC0-AA17-49C9-8EC5-7F0450D7A507

Execution date: 05/29/2014

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8964224

MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS

Dated as of

MAY 30, 2014

FROM

ESQUIRE PETROLEUM, LLC
an Illinois limited liability company

TO

BMO HARRIS BANK N.A.,
a national banking association

This instrument was prepared by and
when recorded return to:

Emmet Fairfield
BMO Harris Bank N.A.
770 North Water Street
Milwaukee, Wisconsin 53202
Attn: Neil Riegelman

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MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Mortgage and Security Agreement with Assignment of Rents (the "*Mortgage*") is dated as of May 30, 2014, from Esquire Petroleum, LLC, an Illinois limited liability company with its principal place of business and mailing address at 13555 Bishops Court Suite 100 Brookfield, WI 53005 (hereinafter referred to as "*Mortgagor*") to BMO Harris Bank N.A., a national banking association with its mailing address at 770 N. Water Street, Milwaukee, Wisconsin 53202, its Subsidiaries and Affiliates (hereinafter individually and collectively referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor, Sasafasnet, LLC, a Wisconsin limited liability company ("*Sasafasnet*"), and Sasafasnet Beep-Beep, LLC, an Illinois limited liability company ("Beep-Beep" and together with Sasafasnet and Mortgagor, shall be referred to collectively and individually, and jointly and severally, as the "*Borrower*") may from time to time borrow money or otherwise obtain credit from Mortgagee and, in connection therewith, Borrower may sign and deliver to Mortgagee such notes, agreements, guaranties, and/or applications evidencing such obligations or otherwise setting forth the terms and conditions related thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this Mortgage;

NOW, THEREFORE, to secure (i) each of the following:

- (a) Intentionally Omitted.
- (b) The payment of the refinancing term loan advanced to or for the account of Borrower under that certain Credit Agreement dated as of the date hereof between Borrower and Mortgagee, as the same may from time to time be amended, modified or restated (the "*Loan Agreement*"), in the principal amount of \$7,200,000 and which is expressed to mature in installments over a period ending on May 30, 2019, the final maturity thereof, and all promissory note(s) issued thereunder (if any) including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Refinancing Term Note*"), together with all interest on the outstanding principal balance of such refinancing term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Refinancing Term Note.
- (c) The payment of all amounts now and from time to time hereafter advanced to or for the account of Borrower under the Loan Agreement, which advances may aggregate up to \$3,000,000 in principal at any one time outstanding and are expressed to mature on May 30, 2016, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in

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extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Revolving Credit Note*"), together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Revolving Credit Note.

(d) The payment of all reimbursement obligations from time to time owing to Mortgagee under one or more applications and agreements for letters of credit executed and delivered in accordance with the Loan Agreement, as the same may from time to time be amended, modified or restated (the "*Applications*"), relating to drawing(s) made under one or more letters of credit issued by Mortgagee for the account of Borrower in the stated amount not to exceed, when taken together with the principal amount of advances made under the revolving line of credit extended under the Loan Agreement, \$3,000,000 in the aggregate at any one time outstanding (such letters of credit, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified, being hereinafter referred to as the "*Letters of Credit*"), together with all interest on all such reimbursement obligations and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement, the Applications or the Letters of Credit.

(e) The payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower under that certain environmental indemnity agreement dated as of the date hereof from Borrower in favor of Mortgagee, and all agreements entered into in substitution or replacement therefore, in each case as the same may be amended, modified, or restated (the "*Environmental Indemnity Agreement*").

(f) The payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower under one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option agreements, or any other similar interest rate, currency or commodity hedging arrangements, entered into with Mortgagee, or any of its affiliates (the "*Hedging Agreements*"), including all amounts arising under or in connection with the termination thereof, together with all interest thereon and the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Hedging Agreements.

(g) The payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower to Mortgagee under one or more agreements for the acquisition or lease (pursuant to a Capitalized Lease (as defined in the Loan Agreement)) of fixed or capital assets or additions to property, plant or equipment (including replacements, capitalized repairs, and improvements) which should be capitalized on the balance sheet of Borrower in accordance with GAAP (as defined in the Loan Agreement), as such agreements may be amended, restated, supplemented or otherwise modified from time to time.

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(h) the payment of all indebtedness, obligations, and liabilities from time to time owing by Guarantor (as defined in the Loan Agreement) under those certain guaranties dated as of the date hereof, from Guarantor in favor of Mortgagee, as the same may from time to time be amended, modified or restated (individually and collectively, the "*Guaranty*"), relating to the indebtedness, obligations, and liabilities of Borrower owing to Mortgagee referred to above, together with the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Guaranty or the indebtedness, obligations, and liabilities guaranteed thereby.

(all such notes, agreements, and/or applications evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all guaranties and security documents therefor, being hereinafter collectively referred to as the "*Loan Documents*"), (i) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), and (iii) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, VII, and VIII below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

GRANTING CLAUSE I

That certain real estate lying and being in Cook County in the State of Illinois more particularly described in Schedule I attached hereto and made a part hereof.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs

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and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Mortgage, to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a security agreement under the provisions of the UCC (as defined in the Loan Agreement) for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the Secured Indebtedness. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Secured Indebtedness and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an Event of Default (as hereinafter defined) shall occur and be continuing giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Mortgaged Premises, all rights of Mortgagor against vendors or manufacturers in connection with equipment located upon the Mortgaged Premises, whether arising by virtue of warranty or otherwise, all rights against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Mortgaged Premises or

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with materials furnished for the construction of improvements at or on the Mortgaged Premises, and all rights of Mortgagor under contracts to provide any of the foregoing, in each case whether now owned or existing or hereafter arising or acquired.

GRANTING CLAUSE V

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*"); and all right, title, and interest in all insurance policies maintained in connection with the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto or for any damage to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto.

GRANTING CLAUSE VI

All property and rights, if any, which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Mortgagor or by anyone on Mortgagor's behalf.

GRANTING CLAUSE VII

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

GRANTING CLAUSE VIII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and

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assigns, forever; *provided, however*, that this Mortgage is upon the express condition that if the Secured Indebtedness shall be fully paid and performed and all commitments contained in the Loan Documents to extend credit thereunder shall have terminated, then this Mortgage and the estate and rights hereby granted shall cease and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

This Mortgage is given to secure, among other things, future advances made or to be made under a line of credit and/or arising out of draws made or to be made under letter(s) of credit and shall secure not only presently existing Secured Indebtedness under the Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's office in the county in which the Mortgaged Premises are located. The total amount of Secured Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Mortgagee may make under this Mortgage, the Loan Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of \$20,400,000 plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises and Permitted Liens (as defined in the Loan Agreement) and Permitted Exceptions, to the extent of the maximum amount secured hereby.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. *Payment of the Secured Indebtedness.* The Secured Indebtedness will be promptly paid as and when the same becomes due.
2. *Ownership of Mortgaged Premises.* Mortgagor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges, and encumbrances except those exceptions to title listed on Schedule II attached hereto (the "*Permitted Exceptions*") and other Permitted Liens, and Mortgagor has good right, full power, and authority to convey, transfer, and mortgage the same to Mortgagee for the uses and purposes set forth in this Mortgage; and Mortgagor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions and Permitted Liens against all claims and demands whatsoever.
3. *Further Assurances.* Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose

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of this Mortgage and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

4. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this Mortgage.

5. *Payment of Taxes.* Mortgagor shall pay all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof as required by the Loan Agreement.

6. *Intentionally Omitted.*

7. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Mortgagor will cause this Mortgage, all amendments hereto, all mortgages supplemental hereto, and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this Mortgage or any instrument issued pursuant hereto recorded.

8. *Insurance.* Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured as required by the Loan Agreement.

UNLESS MORTGAGOR PROVIDES MORTGAGEE WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, MORTGAGEE MAY PURCHASE INSURANCE AT MORTGAGOR'S EXPENSE TO PROTECT MORTGAGEE'S INTERESTS IN THE MORTGAGED PREMISES PURSUANT TO THE TERMS OF THE COLLATERAL PROTECTION ACT 815 ILCS 180/1 ET SEQ. PURSUANT TO 815 ILCS 180/10, THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTERESTS IN THE MORTGAGED PREMISES. THE COVERAGE PURCHASED BY MORTGAGEE MAY NOT PAY ANY CLAIMS THAT MORTGAGOR MAKES OR ANY CLAIM THAT IS MADE AGAINST MORTGAGOR IN CONNECTION WITH THE MORTGAGED PREMISES. MORTGAGOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY MORTGAGEE, BUT ONLY AFTER PROVIDING MORTGAGEE WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF MORTGAGEE PURCHASES INSURANCE FOR THE MORTGAGED PREMISES, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT MORTGAGEE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL

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THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN.

9. *Damage to or Destruction of Mortgaged Premises.*

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) *Adjustment of Loss.* Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Mortgagor, subject to final approval of Mortgagee in the case of losses exceeding \$10,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Mortgagee or Mortgagor shall be applied as set forth in the Loan Agreement.

10. *Eminent Domain.* Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and to apply the same as set forth in the Loan Agreement. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

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11. *Contribution, Repair, Waste, Etc.* Mortgagor agrees, except as expressly permitted by the Loan Agreement (i) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee; (ii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iii) to keep and maintain said Mortgaged Premises and every part thereof in adequate repair and condition (ordinary wear and tear excepted) for the purpose used in Mortgagor's business; (iv) to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by Governmental Authority (as defined in the Loan Agreement) or as permitted by Mortgagee.

12. *Liens and Encumbrances.* Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Mortgage, Permitted Liens and the Permitted Exceptions.

13. *Right of Mortgagee to Perform Mortgagor's Covenants, Etc.* If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Reimbursement Rate, shall constitute so much additional Secured Indebtedness and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform the same under the terms of this Mortgage.

14. *After-Acquired Property.* To the extent permitted under applicable law, any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

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15. *Inspection by Mortgagee.* Mortgagee and any participant in the Secured Indebtedness shall have the right to inspect the Mortgaged Premises as set forth in the Loan Agreement.

16. *Intentionally Omitted.*

17. *Subrogation.* Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of any credit extended under the Loan Documents or out of any advance by Mortgagee hereunder, irrespective of whether or not any such lien may have been released of record.

18. *Events of Default.* Any one or more of the following shall constitute an event of default hereunder (each, an "Event of Default"):

- (a) An Event of Default under the Loan Agreement;
- (b) the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except as permitted by the Loan Agreement; or
- (c) The Mortgaged Premises is abandoned.

For the purposes of this Mortgage, the Mortgaged Premises shall be deemed to have been sold, transferred or conveyed in the event that a Change in Control (as defined in the Loan Agreement) occurs with respect to Mortgagor.

Nothing contained in this Mortgage shall be deemed to alter the demand nature of any of the Secured Indebtedness which is expressed to be payable on demand, regardless of whether any Event of Default has occurred or is continuing.

19. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Secured Indebtedness) and in addition to such other rights as may be available under the Loan Documents or applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Mortgagee may, by written notice to Mortgagor, declare the Secured Indebtedness, including all principal and interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the UCC, have all the rights, options and remedies of a secured party under the UCC, including without limitation, the

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right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said UCC for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Secured Indebtedness and shall be payable upon demand with interest at the Reimbursement Rate.

(c) *Foreclosure.* Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) *Appointment of Receiver.* Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) *Taking Possession, Collecting Rents, Etc.* Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action that, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the Secured Indebtedness. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect

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the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, reasonable counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional Secured Indebtedness, which Mortgagor promises to pay upon demand together with interest at the Reimbursement Rate. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Secured Indebtedness payable upon demand with interest thereon at the Reimbursement Rate.

20. *Waiver of Right to Redeem From Sale - Waiver of Appraisal, Valuation, Etc.* Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this Mortgage and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Secured Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

21. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional

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Secured Indebtedness which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Reimbursement Rate.

22. *Application of Proceeds.* The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 19(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 19(b) and 21 hereof; Second, to the Secured Indebtedness in such order and manner as Mortgagee shall determine, with any overplus to whomsoever Mortgagee shall reasonably determine to be lawfully entitled to the same.

23. *Deficiency Decree.* If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor and until such deficiency decree is satisfied in full.

24. *Mortgagee's Remedies Cumulative - No Waiver.* No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

25. *Mortgagee Party to Suits.* If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the Secured Indebtedness or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional Secured Indebtedness payable upon demand with interest at the Reimbursement Rate.

26. *Modifications Not to Affect Lien.* Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the Secured Indebtedness, may extend the time of payment of any of the Secured

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Indebtedness and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the Secured Indebtedness (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the Secured Indebtedness or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

27. *Notices.* All communications provided for herein shall be to the parties at their addresses, and in the manner, set forth in the Loan Agreement.

28. *Other Security Documents.* Mortgagor acknowledges that this Mortgage is one of several mortgages and/or other security documents (the aforesaid being together called the "Other Security Documents") that secure the Secured Indebtedness or portions thereof. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Mortgagee or any other holder of any of the Secured Indebtedness of any security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Mortgagee or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor including the Other Security Documents. The lien and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Subject to applicable law, Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its right and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the Secured Indebtedness, except to the extent of payment, or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

29. *Direct and Primary Security; Liens Absolute.* The lien and security interest herein created and provided for stand as direct and primary security for all of the Secured Indebtedness. No application of any sums received by Mortgagee in respect of the Mortgaged Premises or any disposition thereof to the reduction of the Secured Indebtedness or any part thereof shall in any manner entitle Mortgagor to any right, title or interest in or to the Secured Indebtedness or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured

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Indebtedness has been fully paid and satisfied and all commitments of Mortgagee to extend credit to Mortgagor or to Borrower shall have expired. Mortgagor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Mortgagee or any other holder of any of the Secured Indebtedness of any other security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Mortgagee or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Mortgagee, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Mortgagee may at its discretion at any time grant credit to Borrower without notice to Mortgagor in such amounts and on such terms as Mortgagee may elect (all of such to constitute additional Secured Indebtedness) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted Mortgagee hereby and under applicable law, there shall be no obligation on the part of Mortgagee or any other holder of any of the Secured Indebtedness at any time to first resort for payment to Borrower or to any guaranty of any of the Secured Indebtedness or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Mortgagee shall have the right to enforce this Mortgage irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

30. *Recovery Limitation.* Notwithstanding anything in this Mortgage to the contrary, the right of recovery against Mortgagor under this Mortgage shall not exceed \$1.00 less than the lowest amount which would render Mortgagor's obligations under this Mortgage void or voidable under applicable law, including fraudulent conveyance law.

31. *Reimbursement Rate.* For purposes of this Mortgage, the term "*Reimbursement Rate*" means the rate then applicable to the Loans (as defined in the Loan Agreement) pursuant to the Loan Agreement.

32. *Governing Law.* The creation of this Mortgage, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Mortgagee with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, unless stated therein, the Loan Documents and all other obligations of Mortgagor shall be governed by and construed in accordance with the

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internal laws of the State of Wisconsin without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

33. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

34. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally.

35. *Headings; Capitalized Terms.* The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

36. *Changes, Etc.* This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

37. *Intentionally Omitted.*

38. *Variable Interest Rate.* The Secured Indebtedness include obligations that bear interest at rates that vary from time to time, as provided in the Loan Agreement and the other documents relating to the Secured Indebtedness.

39. *Illinois Specific Provisions.* The terms and provisions set forth below in this Section 39 shall be construed, to the greatest extent possible, consistently with those set forth elsewhere in this Mortgage as being in addition to and supplementing such other terms and provisions set forth elsewhere in this Mortgage; however, notwithstanding anything to the contrary set forth elsewhere in this Mortgage, in the event of any conflict or inconsistency between the terms and provisions of this Section 39 and the terms and provisions set forth elsewhere in this Mortgage, the following terms and provisions of this Section 39 shall govern and control:

(a) *Business Loan.* Mortgagor represents and warrants to Mortgagee that the proceeds of the Loans secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in, and for all

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purposes of, 815 ILCS 205/4(1)(c) and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of 815 ILCS 205/4(1)(l).

(b) *Illinois Mortgage Foreclosure Law.* It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the “Act”), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(i) Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, to the maximum extent permitted by law, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver, any powers, rights or remedies prior to or upon the occurrence and during the continuance of an Event of Default, which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Liabilities and shall have the benefit of all applicable provisions of the Act.

(ii) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Mortgaged Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions for in Sections 15-1701 and 15-1703 of the Act.

(iii) Mortgagor acknowledges that the Mortgaged Premises do not constitute residential real estate as defined in Section 15-1219 of the Act.

(iv) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof

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that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 5/15-1601 of the Act or other applicable law or replacement statutes.

(c) *Maximum Indebtedness.* The maximum aggregate amount secured by this Mortgage (excluding interest, costs, expenses (including reasonable attorneys' fees), charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed \$20,400,000.

(d) *Maturity Date.* The maturity date of this Mortgage (exclusive of any renewal or extension rights) is the five year anniversary of the date of this Mortgage.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

ESQUIRE PETROLEUM, LLC

By: 

Name Ulice Payne, Jr.
(Type or Print Name)

Title President
(Type or Print Title)

Property of Cook County Clerk's Office

[Mortgage—Esquire Signature Page]

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Ulice Payne, Jr., the President of Esquire Petroleum, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said limited liability company for the purposes therein set forth.

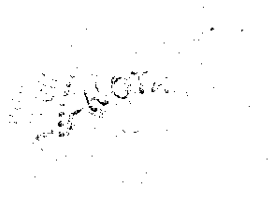
Given under my hand and notarial seal this 29th day of May, 2014.

(Notary Seal)

Christopher E. Recliter
 Notary Public

Christopher E. Recliter
 (Type or Print Name)

My commission expires: is permanent



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**SCHEDULE I****LEGAL DESCRIPTION****PARCEL 5:**

LOTS 13 AND 14 IN DOLAND'S SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER (SOUTH OF THE INDIAN BOUNDARY LINE) OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1889 IN BOOK 37 OF PLATS, PAGE 46 AS DOCUMENT 1204416, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 05 DEGREES 07 MINUTES 26 SECONDS WEST 164.51 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 37 SECONDS EAST 122.35 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 24 SECONDS WEST 164.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 59 SECONDS WEST 106.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Number(s): 11-30-423-014-0000
11-30-423-015-0000

Address: 1748 W Touhy Ave, Chicago

PARCEL 6:

THE NORTH 232.513 FEET OF THE EAST 226.23 FEET OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR PUBLIC RIGHT OF WAYS) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 226.23 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 70.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 44 MINUTES 22 SECONDS EAST 162.51.00 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 23 SECONDS EAST 166.23 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 22 SECONDS WEST 137.14 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 43 SECONDS WEST 39.29 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 23 SECONDS WEST 136.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-24-200-005-0000

Address: 1401 River Dr, Calumet City

PARCEL 7:

LOT 1 (EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 42.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT 90 DEGREES TO THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 133.76 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE

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SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 95.30 FEET TO AN ANGLE POINT IN SAID LOT 1, SAID ANGLE POINT BEING ON THE WEST LINE OF SAID LOT 1 AND 48.39 FEET NORTH OF THE POINT OF BEGINNING;; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 48.39 FEET TO THE POINT OF BEGINNING) IN MOBIL'S SOUTH HOLLAND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JUNE 2, 1990 AS DOCUMENT T3892314, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-21-200-075-0000

Address: 16200 Indiana Ave, S. Holland

PARCEL 9:

LOTS 67, 68, 69 AND 70 AND THAT PART OF LOTS 65 AND 66 IN RICE'S SUBDIVISION IN BELLWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 70; THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS EAST 170.14 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 45 SECONDS WEST 106.46 FEET; THENCE NORTH 45 DEGREES 27 MINUTES 08 SECONDS WEST 28.10 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 01 SECONDS WEST 111.26 FEET; THENCE NORTH 72 DEGREES 09 MINUTES 15 SECONDS EAST 132.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Number: 15-09-304-043-0000

Address: 545 Mannheim Rd, Bellwood

PARCEL 10:

LOTS 19, 20, 21, 22 AND 23 TOGETHER WITH THE EAST 1/2 OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS, IN BLOCK 5 IN CHARLES WADSWORTH'S SUBDIVISION OF THE EAST 661.05 FEET OF THE SOUTH 120 ACRES OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1926 AS DOCUMENT 9461759, IN COOK COUNTY, ILLINOIS.

Property Index Number(s): 24-10-419-035-0000

24-10-419-036-0000

24-10-419-037-0000

24-10-419-038-0000

24-10-419-039-0000

Address: 10240 S Pulaski Rd, Oak Lawn

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PARCEL 18:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 7 IN FORDSON MANOR, BEING A RESUBDIVISION OF LOTS OR BLOCKS 4, 5, 6 AND 7 IN EIDAM'S SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1925 AS DOCUMENT 87650300, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-12-126-023-0000
29-12-126-024-0000
29-12-126-025-0000
29-12-126-026-0000
29-12-126-027-0000
29-12-126-028-0000
29-12-126-029-0000

Address: 2108 Sidley Blvd, Calumet City

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SCHEDULE II

PERMITTED EXCEPTIONS

TAXES FOR THE YEAR(S) 2013 FINAL INSTALLMENT AND 2014 NOT YET DUE OR PAYABLE.

RESTRICTIONS CONTAINED IN DEED FROM FRANKLIN H. DONLAND AND WIFE TO WILLIAM R. CUTLER DATED AUGUST 7, 1889 AND RECORDED DECEMBER 2, 1889 AS DOCUMENT 1192431, RELATING TO THE COST 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 5)

BUILDING RESTRICTION LINE OF 35 FEET BACK FROM THE SOUTH LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 1204416
(AFFECTS PARCEL 5)

NOTICE OF LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL RECORDED MAY 7, 2003 AS DOCUMENT 0312706023
(AFFECTS PARCEL 5)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, DATED JANUARY 29, 2007 AND RECORDED APRIL 16, 2007 AS DOCUMENT 0710609123
(AFFECTS PARCEL 5)

THE MATTERS AS SHOWN ON SURVEY PREPARED BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK DATED OCTOBER 16, 2006 AND LAST REVISED ON JANUARY 25, 2007 AS B&C PROJECT NO. 20061321/SITE 10:

(A) ENCROACHMENT UPON THE LAND BY THE THREE STORY BRICK APARTMENT BUILDING APPURTENANT TO PROPERTY ADJOINING ON THE EAST TO THE EXTENT OF APPROXIMATELY 0.10 FEET AT GRADE TO 0.17 FEET AT ROOF

(B) ENCROACHMENT UPON THE CONCRETE DRIVEWAY ADJOINING SOUTHWESTERLY AND ADJOINING THE EASTERLY BOUNDARY LINE OF CLARK STREET BY THE CONCRETE SUPPORTING THE LIGHT POLE APPURTENANT TO INSURED LAND TO THE EXTENT OF APPROXIMATELY 0.13 FEET

(C) ENCROACHMENT UPON THE PUBLIC SIDEWALK ADJOINING WESTERLY BY THE CONC CURBING APPURTENANT TO THE INSURED LAND TO THE EXTENT OF APPROXIMATELY 0.03 FEET

(AFFECTS PARCEL 5)

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CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0710609122.

(AFFECTS PARCEL 5)

THE LAND LIES WITHIN THE BOUNDARIES OF SPECIAL SERVICE AREA NO. 24 AS DISCLOSED BY ORDINANCE RECORDED DECEMBER 29, 2003 AS DOCUMENT 0336318005 AND BY ORDINANCE ANNEXING ADDITIONAL LAND RECORDED DECEMBER 30, 2013 AS DOCUMENT 1336426070, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

(AFFECTS PARCEL 5)

CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0710609125.

(AFFECTS PARCEL 6)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, DATED JANUARY 29, 2007 AND RECORDED APRIL 16, 2007 AS DOCUMENT 0710609126.

(AFFECTS PARCEL 6)

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), PROVIDING THAT THE LAND SHALL BE USED FOR NO PURPOSE OTHER THAN AS A GASOLINE SERVICE STATION FOR A PERIOD OF 15 YEARS FROM DATE OF RECORDING OF THE LAND AND THAT THE GRANTEE, THE SERVICE STATION, BE CONDUCTED EITHER BY THE GRANTEE OR AS A LESSEE OF THE GRANTEE CONTAINED IN THE DEED RECORDED SEPTEMBER 7, 1971 AS DOCUMENT NO. 21612192, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 6)

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GRANT OF EASEMENT AND AGREEMENT DATED JULY 3, 1986 AND RECORDED JANUARY 27, 1987 AS DOCUMENT 87051468 BY MAY PROPERTIES 1975, INC., A DELAWARE CORPORATION AND MOBIL OIL CORPORATION, A NEW YORK CORPORATION GRANTING A NONEXCLUSIVE PERPETUAL EASEMENT TO INSTALL, USE, OPERATE, MAINTAIN, ETC. A SANITARY SEWER CONNECTING FACILITY, AND ALL TERMS AND CONDITIONS CONTAINED THEREIN.
(AFFECTS PARCEL 6)

THE LAND LIES WITHIN THE BOUNDARIES OF SPECIAL SERVICE AREA NO. 1998-1 AS DISCLOSED BY ORDINANCE NO. 99-13 RECORDED FEBRUARY 25, 1999 AS DOCUMENT 99185337, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.
(AFFECTS PARCEL 6)

TERMS AND RESTRICTIONS CONTAINED IN A NO FURTHER REMEDIATION LETTER RECORDED MAY 20, 2015 AS DOCUMENT 0514048000.
(AFFECTS PARCEL 6)

CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0707433264.
(AFFECTS PARCEL 7)

RESERVATION OF EASEMENT "FOR THE BENEFIT OF THE OWNERS FROM TIME TO TIME OF THOSE PARTS OF LOTS 2 AND 3 IN SAID ALBERT L. BUSZ'S SUBDIVISION NOW OWNED BY GRANTORS AFTER GIVING EFFECT TO THIS DEED, AN EASEMENT FOR THE MAINTENANCE AND REPAIR OF THE EXISTING SEWER FOR STORM WATER AND TREATED SEWAGE OVER THAT PORTION OF A STRIP OF LAND 6 FEET IN WIDTH WHICH LIES WITHIN THE PROPERTY HEREBY CONVEYED, THE CENTER LINE OF WHICH STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE PROPERTY HEREBY CONVEYED, WHICH POINT IS 9 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF U. S. HIGHWAY NO. 6 (159TH STREET), WHICH POINT IS 3 FEET WEST OF THE NORTHWEST CORNER OF THE PROPERTY HEREBY CONVEYED" TOGETHER WITH CONDITIONS RELATING TO CARE, DAMAGE AND RESTORATION OF SAID LAND AS RESERVED IN DEED IN TRUST BY JOHN N. VAN ZANTEN AND DOROTHY VAN ZANTEN, HIS WIFE; NELLIE VAN ZANTEN BAREHEAD AND JOHN BAREHEAD, HER HUSBAND; JOSEPHINE VAN ZANTEN; MINNIE VAN ZANTEN; AND JENNIE VAN ZANTEN VAN DEURSEN FILED NOVEMBER 28, 1968 AS DOCUMENT LR1709999 AND AS DISCLOSED BY IN THE TORRENS CERTIFICATE RECORDED JUNE 4, 1992 AS DOCUMENT 92394718.

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(AFFECTS UNDERLYING)
(AFFECTS PARCEL 7)

EASEMENT CREATED BY PLAT FILED AUGUST 19, 1969 AS DOCUMENT LR2467608 FOR STORM AND SANITARY SEWER OVER THE SOUTH 22 FEET OF NORTH 207 FEET OF WEST 195.43 FEET OF EAST 228.43 FEET OF LOT 2 AND WEST 22 FEET OF EAST 250.43 FEET OF SOUTH 157 FEET OF NORTH 207 FEET OF LOT 2 OF THE LAND
(AFFECTS UNDERLYING LAND)
(AFFECTS PARCEL 7)

BUILDING LINE AS SHOWN ON THE PLAT OF MOBIL'S SOUTH HOLLAND SUBDIVISION FILED JUNE 27, 1990 AS DOCUMENT LR3892314 OVER THE NORTH AND EAST 25 FEET OF LOT 1 AND THE NORTHERLY 25 FEET OF LOT 1 AND AS DISCLOSED BY THE TORRENS CERTIFICATE RECORDED JUNE 4, 1992 AS DOCUMENT 92394718.
(AFFECTS PARCEL 7)

EASEMENT FOR STORM AND SANITARY SEWER AS SHOWN ON THE PLAT OF MOBIL'S SOUTH HOLLAND SUBDIVISION FILED JUNE 27, 1990 AS DOCUMENT LR3892314 AND AS DISCLOSED BY THE TORRENS CERTIFICATE RECORDED JUNE 4, 1992 AS DOCUMENT 92394718, OVER THE NORTH 36.04 FEET OF THE SOUTH 47.04 FEET OF THE WEST 22 FEET OF THE EAST 217.43 FEET AND THE SOUTH 11 FEET OF THE EAST 227.43 FEET OF LOT 1.
(AFFECTS PARCEL 7)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, DATED JANUARY 29, 2007 AND RECORDED MARCH 15, 2007 AS DOCUMENT 0707433265.
(AFFECTS PARCEL 7)

TERMS AND RESTRICTIONS CONTAINED IN A NO FURTHER REMEDIATION LETTER RECORDED NOVEMBER 12, 2008 AS DOCUMENT 0831754016.
(AFFECTS PARCEL 7)

RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND DISCLOSED BY OVERHEAD WIRES AND UTILITY POLES ALONG THE EAST LINE OF THE LAND SHOWN ON A SURVEY MADE BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK DATED OCTOBER 9, 2006, JOB NO. 20061321/SITE 8.
(AFFECTS PARCEL 7)

ENCROACHMENT OF THE BITUMINOUS DRIVEWAY LOCATED MAINLY ON THE PROPERTY WESTERLY AND ADJOINING ONTO THE LAND BY APPROXIMATELY 13.01 FEET, AS SHOWN ON PLAT OF SURVEY PREPARED BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK DATED OCTOBER 9, 2006, JOB NO. 20061321/SITE 8.
(AFFECTS PARCEL 7)

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ENCROACHMENT OF THE PUBLIC SIDEWALK LOCATED MAINLY ON THE RIGHT OF WAY EAST AND ADJOINING ONTO THE LAND AS SHOWN ON PLAT OF SURVEY PREPARED BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK DATED OCTOBER 9, 2006, JOB NO. 20061321/SITE 8.
(AFFECTS PARCEL 7)

ENCROACHMENT OF THE CURB LOCATED MAINLY ON THE LAND ONTO THE PROPERTY SOUTH AND ADJOINING AS SHOWN ON PLAT OF SURVEY PREPARED BY BOCK & CLARK'S NATIONAL SURVEYORS NETWORK DATED OCTOBER 9, 2006, JOB NO. 20061321/SITE 8.
(AFFECTS PARCEL 7)

CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0725622088.
(AFFECTS PARCEL 9)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, DATED JANUARY 29, 2007 AND RECORDED SEPTEMBER 13, 2007 AS DOCUMENT 0725622089.
(AFFECTS PARCEL 9)

CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0707433170.
(AFFECTS PARCEL 10)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, RECORDED MARCH 15, 2007 AS DOCUMENT 0707433270.
(AFFECTS PARCEL 10)

UTILITY EASEMENT RESERVED IN ORDINANCE RECORDED JUNE 6, 1961 AS DOCUMENT 18234844 AFFECTING THE EAST 1/2 OF THE VACATED ALLEY.
(AFFECTS PARCEL 10)

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ENCROACHMENT OF THE MACADAM PAVEMENT LOCATED MAINLY ON THE PROPERTY NORTH AND ADJOINING ONTO THE NORTHWEST SIDE OF THE LAND AND THE VACATED ALLEY.

(AFFECTS PARCEL 10)

TERMS AND PROVISIONS OF A MEMORANDUM OF REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN ESQUIRE PETROLEUM, LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY (PURCHASER) AND EXXONMOBIL OIL COMPANY, A NEW YORK CORPORATION, DATED JANUARY 29, 2007 AND RECORDED APRIL 16, 2007 AS DOCUMENT 0710609129.

(AFFECTS PARCEL 18)

CONDITIONS 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), CONTAINED IN IN DEED RECORDED AS DOCUMENT 0707609128.

(AFFECTS PARCEL 18)

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 TO THE CONSTRUCTION OF BUILDINGS ON THE LAND CONTAINED IN THE DOCUMENTS RECORDED FEBRUARY 9, 1929 AS DOCUMENT 10280967 CONVEYING LOTS 1 AND 2, AUGUST 30, 1926 AS DOCUMENT 9387187 CONVEYING LOT 3, APRIL 13, 1928 AS DOCUMENT 9986320 CONVEYING LOT 4, FEBRUARY 4, 1928 AS DOCUMENT 18406081 CONVEYING LOTS 5 AND 6, DECEMBER 31, 1931 AS DOCUMENT 11025777 CONVEYING LOT 7, AND NOVEMBER 16, 1950 AS DOCUMENT 14953311 CONVEYING LOT 7 WHICH DO NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCEL 18)

BUILDING LINE AS SHOWN ON PLAT OF FORDSON MANOR, AFORESAID, AS FOLLOWS:

20 FEET ALONG THE SOUTH LINE OF THE LAND

(AFFECTS PARCEL 18)