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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1416433019 Fee: \$160.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/13/2014 08:55 AM Pg: 1 of 62

Report Mortgage Fraud
800-532-8785

89625/14 2014

The property identified as: PIN: 19-05-300-028-0000

Address:

Street: 6201 CANAL BANK ROAD

Street line 2:

City: FOREST VIEW

State: IL

ZIP Code: 60402

Lender: COMERICA BANK

Borrower: HEARTLAND RECYCLING, L.L.C.

Loan / Mortgage Amount: \$43,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is commercial property.

Box 400-CTCC

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SC
INT

Certificate number: 90F4F5D1-4796-4835-82EB-D2587C4F9992

Execution date: 06/03/2014

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HEARTLAND RECYCLING, L.L.C., as mortgagor
(Mortgagor)

TO

COMERICA BANK, as Agent for the Lenders
(Agent)

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES,
FIXTURE FILING AND FINANCING STATEMENT**

Dated: As of June 2 2014
Location: Forest View, Illinois
County: Cook County

PREPARED BY AND UPON
RECORDATION RETURN TO:
Miller, Canfield, Paddock & Stone, P.L.C.
150 W. Jefferson Avenue
Suite 2500
Detroit, MI 48226
Attention: Shawn N. Hopper, Esq.

8/4/2014 02:24

Property of Cook County Clerk's Office

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LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT (this "**Mortgage**") is made as June 2, 2014, by HEARTLAND RECYCLING, L.L.C., an Illinois limited liability company, having its principal place of business at 6132 Oakton Street, Morton Grove, IL 60053, as mortgagor ("**Mortgagor**") to COMERICA BANK, a Texas banking association, whose address is 411 W. Lafayette Blvd., Detroit, Michigan 48226, as Agent ("**Agent**") for the Lenders (as defined below) pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, this Mortgage is given to secure loans (the "**Loans**") evidenced by (i) the Revolving Credit, Draw To Credit and Term Loan Agreement by and between Lakeshore Recycling Systems, LLC, a Delaware limited liability company ("**Borrower**"), LRS Exchange, LLC, a Delaware limited liability company ("**Co-Borrower**") (hereinafter, Borrower and Co-Borrower are sometimes referred to collectively as, the "**Borrowers**"), Agent and Lenders from time to time a party thereto ("**Lenders**") dated as of even date herewith ("**Loan Agreement**"), (ii) the Notes (as defined on Exhibit B), and (iii) any instruments, documents and agreements that have been executed by Borrower, Co-Borrower, Mortgagor or any Guarantor in connection therewith, together with any and all extensions, renewals and modifications thereof;

WHEREAS, Mortgagor desires to secure the payment of the Indebtedness (as defined on Exhibit B) and the performance of all of its obligations under the Notes, the Loan Agreement and the other Loan Documents (as herein defined); and

WHEREAS, this Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower and Co-Borrower of their obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Notes, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage (the Loan Agreement, the Notes, this Mortgage, and all other documents evidencing or securing the Indebtedness (including all additional mortgages, deeds to secure debt and assignments of leases and rents) or executed or delivered in connection therewith, are hereinafter referred to collectively as the "**Loan Documents**").

NOW THEREFORE, in consideration of the making of the Loans by the Lenders and the covenants, agreements, representations and warranties set forth in this Mortgage:

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Agent and its successors and

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assigns, for the benefit of the Lenders, the following property, rights, interests and estates now owned, or hereafter acquired by Mortgagor (collectively, the "**Property**");

(a) **Land.** All leasehold estates, leasehold interests or rights in and to that certain real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) **Additional Land.** All additional development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Equipment.** All "goods" and "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Mortgagor shall have any right or interest therein;

(f) **Fixtures.** All Equipment now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire

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extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "**Fixtures**" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Mortgagor shall have any right or interest therein;

(g) **Personal Property.** All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Mortgage and all proceeds and products of the above:

(h) **Leases and Rents.** All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (as defined in the Loan Agreement) and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness;

(i) **Condemnation Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu

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of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) **Insurance Proceeds**. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) **Tax Certiorari**. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) **Conversion**. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) **Rights**. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Agent or any Lender in the Property;

(n) **Agreements**. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting or pertaining to any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(o) **Trademarks**. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) **Accounts**. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, together with all deposits or wire transfers made to such accounts, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) **Letter of Credit**. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Mortgagor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1;

(r) **Tort Claims**. All commercial tort claims Mortgagor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1;

(s) **Ground Lease**. All rights, benefits, privileges, and interests in certain ground lease more particularly described on Exhibit C attached hereto and made a part hereof (the

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“**Ground Lease**”) and all modifications, extensions, renewals, and replacements thereof, and all deposits, credits, options, privileges, and rights of Mortgagor as tenant under the Ground Lease, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto; and

(t) **Other Rights.** Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (s) above.

AND without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Mortgagor expressly grants to Agent, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the “**Real Property**”) appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 Assignment of Rents. Mortgagor hereby absolutely and unconditionally assigns to Agent all of Mortgagor’s right, title and interest in and to all current and future Leases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for a additional security only. Nevertheless, subject to the terms of Section 7.1(h) of this Mortgage, Agent grants to Mortgagor a revocable license to collect, receive, use and enjoy the Rents and Mortgagor shall hold the Rents, in trust, to be applied first to the payment of all impositions, levies, interest, assessments and other charges upon the Property, secondly to the cost of the maintenance of insurance policies upon the Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of the Indebtedness and fulfillment of the Obligations, before using any part of the Rents for any other purposes. Agent’s agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Agent, a nominee of Agent or in any or all of said names.

Section 1.3 Security Agreement. This Mortgage is both a real property mortgage and a “security agreement” within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. By executing and delivering this Mortgage, Mortgagor hereby grants to Agent, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment and the Personal Property and other property constituting the Property, whether now owned or hereafter acquired, to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the “**Collateral**”). If an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, Agent, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Agent may reasonably deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of

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Agent after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Agent at a convenient place (at the Land if tangible property) reasonably acceptable to Agent. Mortgagor shall pay to Agent and Lenders on demand any and all expenses, including reasonable and documented legal expenses and attorneys' fees, incurred or paid by Agent or Lenders in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Agent with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral or any part thereof, may, except as otherwise required by applicable law, be applied by Agent to the payment of the Indebtedness in such priority and proportions as Agent in its discretion shall deem proper. Mortgagor's (debtor's) principal place of business is as set forth on page one hereof and the address of Agent (secured party) is as set forth on page one hereof.

Section 1.4 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 Pledges of Monies Held. Mortgagor hereby pledges to Agent and Lenders any and all monies now or hereafter held by Agent or Lenders or on behalf of Agent or Lenders as additional security for the Obligations until expended or applied as provided in this Mortgage or the Loan Agreement.

Section 1.6 Conditions to Grant Mortgage. In order to secure payment of the Indebtedness and the performance of the covenants, terms and conditions hereof and of any of the Loan Documents, Mortgagor does **MORTGAGE, CONVEY AND WARRANT** to Agent and Lenders, subject only to the Permitted Liens, all right, title and interest of Mortgagor in the Property situated in the City of Forest View, Cook County, Illinois, described more particularly on Exhibit A attached hereto.

TO HAVE AND TO HOLD the Ground Lease and the renewals therein provided for and the above granted and described Collateral unto and to the use and benefit of Agent (for its own account and for the ratable benefit of the Lenders), and its successors and assigns, for and during the rest, residue and remainder of the term of years yet to come and unexpired in the Ground Lease and the renewals therein provided for subject, nevertheless, to the rents, covenants, conditions and provisions of the Ground Lease;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower and Co-Borrower, as applicable, shall well and truly pay to Agent and the Lenders the Indebtedness at the time and in the manner provided in the Notes, the Loan Agreement and this Mortgage, shall well and truly perform the obligations as set forth in this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Notes, the Loan Agreement and the other Loan Documents, all within any applicable cure periods, these presents and the estate hereby granted shall cease, terminate and be void;

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provided, however, that Mortgagor's obligation to indemnify and hold harmless Agent and the Lenders pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 Indebtedness. This Mortgage and the grants, assignments and transfers made in Article I are given for the purpose of securing the Indebtedness. This Mortgage secures Indebtedness in an amount of \$43,000,000.00.

Section 2.2 Other Obligations. This Mortgage and the grants, assignments and transfers made in Article I are also given for the purpose of securing the following (the "**Other Obligations**"):

- (a) the performance of all other obligations of Mortgagor contained herein;
- (b) the performance of each obligation of Borrower and Co-Borrower contained in the Loan Agreement and any other Loan Document; and
- (c) the performance of each obligation of Borrower and Co-Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Notes, the Loan Agreement or any other Loan Document.

Section 2.3 Indebtedness and Other Obligations. Borrower's and Co-Borrower's obligations for the payment of the Indebtedness and the performance of the Other Obligations shall be referred to collectively herein as the "**Obligations.**"

ARTICLE 3 - MORTGAGOR COVENANTS

Mortgagor covenants and agrees that:

Section 3.1 Payment of Indebtedness. Mortgagor will pay, or cause Borrowers to pay, the Indebtedness at the time and in the manner provided in the Loan Agreement, the Notes and this Mortgage.

Section 3.2 Reserved.

Section 3.3 Insurance. Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Loan Agreement.

Section 3.4 Maintenance of Property. Mortgagor shall cause the Property to be maintained in a good and safe condition and repair, subject to ordinary wear and tear and casualty damage or other damage and condemnation, which are governed by other provisions of this Mortgage. The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Agent. Mortgagor shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty or become damaged, worn or dilapidated or

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which may be affected by any condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.5 Waste. Mortgagor shall not commit or suffer any waste of the Property or make any change in the use of the Property to which Agent has not consented in its reasonable discretion which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any insurance policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Mortgage. Mortgagor will not, without the prior written consent of Agent, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof. Mortgagor shall not remove any Fixture, Equipment, Personal Property or other Collateral or demolish any building or improvement located in or on the Real Property, except to the extent otherwise provided in this Mortgage. Mortgagor shall pay for and complete, within such period of time as may be required by Agent in its reasonable discretion, any building or improvement at any time in the process of erection upon the Real Property, shall refrain from impairing or diminishing the value of the Real Property and shall make no material alterations to the Real Property which in the reasonable opinion of Agent diminishes its value. Mortgagor shall comply with all requirements of law and all municipal ordinances governing the Real Property and the use thereof including but not limited to, building and zoning laws.

Section 3.6 Payment for Labor and Materials.

(a) Mortgagor will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("**Labor and Material Costs**") incurred in connection with the Property and, other than with respect to Permitted Liens, never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Liens.

(b) After prior written notice to Agent, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Notes, this Mortgage or any of the other Loan Documents, (ii) Mortgagor is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Mortgagor and from the Property or Mortgagor shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Mortgagor shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Agent to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

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Section 3.7 Performance of Other Agreements. Mortgagor shall observe and perform each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Change of Name, Identity or Structure. Mortgagor shall not change Mortgagor's name, identity (including its trade name or names) or, if not an individual, Mortgagor's corporate, partnership or other structure without notifying Agent of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Mortgagor's structure, without first obtaining the prior written consent of Agent, such consent not to be unreasonably withheld, delayed or conditioned. Mortgagor shall execute and deliver to Agent, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Agent to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Agent, Mortgagor shall execute a certificate in form satisfactory to Agent listing the trade names under which Mortgagor intends to operate the Property, and representing and warranting that Mortgagor does business under no other trade name with respect to the Property.

Section 3.9 Title. Mortgagor has good, marketable and insurable leasehold title to the real property comprising part of the Property and good title to the balance of such Property, free and clear all Liens whatsoever except the Permitted Liens, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. The Permitted Liens in the aggregate do not materially and adversely affect the value, operation or use of the Property or Mortgagor's ability to repay the Loans. This Mortgage, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, other than personal property in which a security interest may not be perfected by the recording of mortgages or filing of financing statements in Illinois, subject only to Permitted Liens and the Liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), other than personal property in which a security interest may not be perfected by the recording of mortgages or filing of financing statements in Illinois, all in accordance with the terms thereof, in each case subject only to any applicable Permitted Liens, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. There are no claims for payment for work, labor or materials affecting the Property which are past due and are or may become a lien prior to, or of equal priority with, the Liens created by the Loan Documents unless such claims for payments are being contested in accordance with the terms and conditions of this Mortgage.

Section 3.10 Letter of Credit Rights. If Mortgagor is at any time a beneficiary under a letter of credit relating to the properties, rights, titles and interests referenced in Section 1.1 of this Mortgage now or hereafter issued in favor of Mortgagor, Mortgagor shall promptly notify Agent thereof and, at the request and option of Agent, Mortgagor shall, pursuant to an agreement in form and substance reasonably satisfactory to Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for Agent to become the transferee beneficiary of the letter of credit, with Agent agreeing, in each case that the proceeds of any drawing under the

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letter of credit are to be applied as provided in Section 7.3 of this Mortgage if an Event of Default exists and is continuing.

Section 3.11 Grant of Property Rights. Mortgagor shall not grant any license or easement burdening the Real Property or agree to or accept the modification, amendment, or termination of any license or easement affecting the Real Property without the prior written consent of Agent. Mortgagor shall not initiate or acquiesce in any change in the zoning or conditions of the use of the Real Property except to the extent approved by Agent. If under applicable law, the use of all or any part of the Real Property is or becomes a nonconforming use, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Agent. Except for security deposits provided for under the Leases, Mortgagor shall not accept any payment of Rents for any portion of the Real Property for more than one month's installment in advance. Mortgagor shall not, without the written consent of Agent, change the identity of the person or firm responsible for managing and/or leasing the Real Property.

Section 3.12 Defense of Title. If title to any part of the Real Property, or the interest of Agent or Lenders therein, shall be endangered or shall be attached, directly or indirectly, Mortgagor will immediately take all necessary and proper steps for the defense thereof, including the employment of counsel (reasonably acceptable to Agent), the prosecution or defense of litigation, and the compromise or discharge of all claims.

Section 3.13 Inspection. Mortgagor shall permit Agent, and its agents, upon reasonable advance notice, to inspect the Real Property, conduct studies or tests thereof, above or below the surface of the Real Property, as Agent may reasonably require, and so as not to materially interfere with the operations of Mortgagor's business. Mortgagor shall pay all reasonable costs and expenses incurred by Agent in conducting such inspections; provided that so long as no Event of Default has occurred and is continuing, Mortgagor shall not be required to reimburse Agent for such inspections more frequently than twice each fiscal year.

Section 3.14 Operate Real Property. With respect to the Real Property and the operation and business thereof, Mortgagor will keep or cause to be kept proper books and records, prepared in accordance with generally accepted accounting principles, consistently applied. Upon reasonable advance demand Agent shall have the right to examine said books and records at any reasonable time or times hereafter until one (1) year after payment in full of the Notes.

Section 3.15 Damage or Destruction. If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Real Property, or any part thereof, Mortgagor will immediately give written notice thereof to Agent. Mortgagor shall promptly, at Mortgagor's sole cost and expense and regardless of whether the insurance proceeds (if any) are made available to Mortgagor or will be sufficient to accomplish same, commence and continue diligently to completion to restore, repair, replace and rebuild the Real Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction, in accordance with plans, specifications and procedures acceptable to Agent in its reasonable discretion. Upon the occurrence and continuance of an Event of Default, Agent is authorized to (a)

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settle and adjust any claim under insurance policies which insure against such risks, or (b) allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. If no Event of Default exists and is continuing, Mortgagor shall be allowed to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case and regardless of the occurrence and continuance of an Event of Default, Agent is authorized to collect and issue a receipt for any such insurance money. Upon the occurrence and continuance of an Event of Default, at the option of Agent, such insurance proceeds may be applied in reduction of the indebtedness secured hereby, whether due or not, or may be held by Agent and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises. If no Event of Default exists and is continuing, at the request of Mortgagor, such insurance proceeds shall be held by Agent and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises or applied in reduction of the indebtedness secured hereby. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed in the manner and under the conditions that Agent may reasonably require and upon Agent being furnished with reasonably satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and subcontractors' sworn statements and other evidence of cost and payments so that Agent can verify that the amounts disbursed from time to time are represented by completed and in place work and that the work is free and clear of mechanics' lien claims. If Agent makes the insurance proceeds available to Mortgagor and the estimated cost of completion exceeds the amount of the insurance proceeds available, Mortgagor immediately shall, on written demand of Agent, deposit with Agent in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undischursed balance of the proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. The ten percent (10%) retainage shall be paid to the appropriate parties promptly upon completion of the work. Any surplus which may remain out of the insurance proceeds after payment of 100% of the cost of building or restoration shall, at the option of Agent, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

Section 3.16 Ground Lease. Mortgagor shall (a) pay all rents, additional rents and other sums required to be paid by Mortgagor, as tenant under and pursuant to the provisions of the Ground Lease as and when such rent or other charge is payable prior to the end of any applicable cure or grace period therein provided, (b) diligently perform and observe all of the terms, covenants and conditions of the Ground Lease on the part of Mortgagor, as tenant thereunder, to be performed and observed prior to the expiration of any applicable cure or grace period therein provided, and (c) promptly notify Agent of the giving of any notice by the landlord under the Ground Lease ("**Ground Lessor**") to Mortgagor of any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Ground Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed and deliver to Agent a true copy of each such notice. Mortgagor shall not, without the prior consent of Agent, surrender the leasehold estate created by the Ground Lease or terminate or cancel the Ground Lease or, without the prior written consent of Agent, modify, change, supplement, alter or amend the Ground Lease, in any respect, either orally or in writing, and Mortgagor hereby assigns to Agent and the Lenders, as further security for the payment of the Indebtedness and for the performance and observance of the terms, covenants and conditions of this Mortgage and the

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Loan Agreement, all of the rights, privileges and prerogatives of Mortgagor, which rights, privileges and prerogatives may be exercised by Agent and/or the Lenders upon an Event of Default, as tenant under the Ground Lease, to surrender the leasehold estate created by the Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Ground Lease, and any such surrender of the leasehold estate created by the Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease without such prior consent of Agent shall be void and of no force and effect. If Mortgagor shall default in the performance or observance of any term, covenant or condition of the Ground Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed, and such default shall remain uncured after the expiration of any applicable cure or grace period, then, without limiting the generality of the other provisions of this Mortgage and the Loan Agreement, and without waiving or releasing Mortgagor from any of its obligations hereunder or thereunder, Agent shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Ground Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed or to be promptly performed or observed on behalf of Mortgagor, to the end that the rights of Mortgagor in, to and under the Ground Lease shall be kept unimpaired and free from default. If Agent shall make any payment or perform any act or take action in accordance with the preceding sentence, Agent will notify Mortgagor of the making of any such payment, the performance of any such act, or the taking of any such action. In any such event, subject to the rights of tenants, subtenants and other occupants under the Leases, Agent and any person designated by Agent shall have, and are hereby granted, the right to enter upon the Property at any time and from time to time after such default by Mortgagor, which remains uncured after the expiration of any applicable cure or grace period, for the purpose of taking any such action. Agent may pay and expend such sums of money as Agent deems reasonably necessary for any such purpose and upon so doing shall be subrogated to any and all rights of the Ground Lessor. Mortgagor hereby agrees to pay to Agent immediately upon demand therefor, all such sums so paid and expended by Agent, together with interest thereon from the day of such demand at a rate of interest equal to Applicable Interest Rate in respect of each such advance plus three percent (3%) per annum (the "**Default Rate**"). All sums so paid and expended by Agent and the interest thereon shall be secured by the legal operation and effect of this Mortgage. If Ground Lessor shall deliver to Agent a copy of any notice of default sent by said Ground Lessor to Mortgagor, as tenant under the Ground Lease, such notice shall constitute full protection to Agent and the Lenders for any action taken or omitted to be taken by Agent and the Lenders, in good faith, in reliance thereon. Mortgagor will not subordinate or consent to the subordination of the Ground Lease to any deed of trust, security deed, lease or other interest on or in Ground Lessor's interest in all or any part of the Property, unless, in each such case, the written consent of Agent shall have been first had and obtained.

Section 3.17 No Merger of Fee and Leasehold Estates. So long as any portion of the Indebtedness shall remain unpaid, unless Agent shall otherwise consent, the fee title to that portion of the Property consisting of a leasehold estate and the leasehold estate therein created pursuant to the provisions of the Ground Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Mortgagor, Agent, Lenders, or in any other person by purchase, operation of law or otherwise. Agent reserves the right, at any time, to release portions of the Property, including, but not limited to, the leasehold estate created by the Ground Lease, with or without consideration, at Agent's election, without waiving or affecting

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any of its rights hereunder or under the Notes or the other Loan Documents and any such release shall not affect Agent's or Lenders' rights in connection with the portion of the Property not so released.

Section 3.18 Mortgagor's Acquisition of Fee Estate. In the event that Mortgagor, so long as any portion of the Indebtedness remains unpaid, shall be the owner and holder of the fee title to that portion of the Property consisting of a leasehold estate, the lien of the Mortgage shall be spread to cover Mortgagor's fee title to the Property and said fee title shall be deemed to be included in the Property without any further action. Mortgagor agrees, at its sole cost and expense, including without limitation Agent's reasonable attorneys' fees, to (a) execute any and all documents or instruments necessary to subject its fee title to the Property to the lien of this Mortgage; and (b) provide a title insurance policy which shall insure that the lien of the Mortgage is a first lien on Mortgagor's fee title to the Property. Notwithstanding the foregoing, if the Ground Lease is for any reason whatsoever terminated prior to the natural expiration of its term, and if, pursuant to any provisions of the Ground Lease or otherwise, Agent or its designee shall acquire from the Ground Lessor thereunder another lease of the Property, Mortgagor shall have no right, title or interest in or to such other lease or the leasehold estate created thereby.

Section 3.19 Rejection of the Ground Lease.

(a) If the Ground Lease is terminated for any reason in the event of the rejection or disaffirmance of the Ground Lease pursuant to the Bankruptcy Code, or any other law affecting creditor's rights, (i) the Mortgagor, immediately after obtaining notice thereof, shall give notice thereto to Agent, (ii) Mortgagor, without the prior written consent of Agent, shall not elect to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code or any comparable federal or state statute or law, and any election by Mortgagor made without such consent shall be void and (iii) this Mortgage and the Loan Agreement and all the liens, terms, covenants and conditions of this Mortgage and the Loan Agreement hereby extends to and covers Mortgagor's possessory rights under Section 365(h) of the Bankruptcy Code and to any claim for damages due to the rejection of the Ground Lease or other termination of the Ground Lease. In addition, Mortgagor hereby assigns irrevocably to Agent and the Lenders Mortgagor's rights to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code and to offset rents under such Ground Lease in the event any case, proceeding or other action is commenced by or against the Ground Lessor under the Bankruptcy Code or any comparable federal or state statute or law.

(b) Mortgagor hereby assigns to Agent and the Lenders (i) Mortgagor's right to reject the Ground Lease under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law with respect to any case, proceeding or other action commenced by or against Mortgagor under the Bankruptcy Code or comparable federal or state statute or law and (ii) Mortgagor's right to seek an extension of the one hundred (120)-day period within which Mortgagor must accept or reject the Ground Lease under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law with respect to any case, proceeding or other action commenced by or against Mortgagor under the Bankruptcy Code or comparable federal or state statute or law. Further, if the foregoing assignment is not effective under applicable law and Mortgagor shall desire to so reject the Ground Lease, at Agent's request, Mortgagor shall assign its interest in the Ground Lease to Agent and the Lenders in lieu of rejecting the Ground

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Lease, upon receipt by Mortgagor of notice from Agent of such request together with Agent's agreement to cure any existing defaults of Mortgagor under the Ground Lease. Mortgagor hereby agrees that if the Ground Lease is terminated for any reason in the event of the rejection or disaffirmance of the Ground Lease pursuant to the Bankruptcy Code or any other law affecting creditor's rights, any property not removed by the Mortgagor as permitted or required by the Ground Lease, shall at the option of Agent be deemed abandoned by Mortgagor, provided that Agent may remove any such property required to be removed by Mortgagor pursuant to the Ground Lease and all costs and expenses associated with such removal shall be paid by Mortgagor within five (5) days of receipt by Mortgagor of an invoice for such removal costs and expenses.

ARTICLE 4 - OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Mortgagor, Agent and Lenders. The relationship between Mortgagor and Agent or the Lenders is solely that of mortgagor and mortgagee, and neither Agent nor any of the Lenders have any fiduciary or other special relationship with Mortgagor, and no term or condition of this Mortgage shall be construed so as to deem the relationship between Mortgagor and the Agent or any of the Lenders to be other than that of mortgagor and mortgagee.

Section 4.2 No Reliance on Agent or Lenders. The general partners, members, principals and (if Mortgagor is a trust) beneficial owners of Mortgagor are experienced in the ownership, leasing and operation of properties similar to the Property, and Mortgagor, Agent and Lenders are relying solely upon such expertise and business plan in connection with the ownership, leasing and operation of the Property. Mortgagor is not relying on Agent's or any of the Lenders' expertise, business acumen or advice in connection with the Property.

Section 4.3 No Agent or Lender Obligations.

(a) Notwithstanding the provisions of Subsections 1.1(b), and (n) or Section 1.2, neither Agent nor any of the Lenders are undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Agent or any of the Lenders pursuant to this Mortgage, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither Agent nor any of the Lenders shall be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Agent or any of the Lenders.

Section 4.4 Representations and Warranties. As inducement for Agent and Lenders to make the Loans to the Borrowers and to continue to perform under the Loan Documents, the Mortgagor hereby warrants and represents to Agent and each of the Lenders, and its successors and assigns, as follows:

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(a) Mortgagor has the standing, right, power and lawful authority to own the Property, to carry on the business of and operate the Property, to enter into, execute, perform under and deliver this Mortgage executed by Mortgagor, to encumber the Property to Agent and the Lenders as provided herein or in the Loan Documents and to repay all of the Indebtedness owing from the Borrowers to Agent and the Lenders and to perform all of the Obligations to be performed by Mortgagor and to consummate all of the transactions described in or contemplated by this Mortgage executed by Mortgagor in accordance with its terms, subject to bankruptcy and similar laws and subject to general principles of equity.

(b) All of the licenses, contracts, agreements and undertakings necessary for the operation of the Property are in full force and effect; and, to the best of Mortgagor's knowledge, all of the Leases are free of set-offs, counterclaims or disputes and valid and enforceable in accordance with their terms, subject to bankruptcy and similar laws and subject to general principles of equity. Mortgagor has made no previous assignment of the Leases or Rents, except assignments in favor of Agent or other assignments which have been or will be released upon the execution of this Mortgage. All parties to the Leases, to the best of Mortgagor's knowledge, have the capacity to contract thereunder. Except for security deposits provided for under the Leases, no payment of any Rent has been made by any tenant or by any person in possession of any portion of the Property for more than one month's installment in advance.

(c) There is no litigation, action, claim or proceeding pending or, to Mortgagor's knowledge, threatened which might, in any way, manner or respect, materially adversely affect Mortgagor, the Property, the operation or the business thereof, Agent's or Lenders' lien thereon, the collectibility of the Notes from the Borrowers, the ability of Borrowers to repay the Notes or the financial condition of the Property or the operation or business thereof. There are no bankruptcy or insolvency proceedings pending or contemplated by Mortgagor, or to the best knowledge of Mortgagor threatened against Mortgagor or pending or threatened against any other party directly or indirectly liable for the repayment of the Indebtedness or performance of the Obligations.

(d) Mortgagor and the Property possess and hold all adequate licenses to conduct and operate the business of the Property and none of the foregoing contains any term or condition that is materially burdensome to said business or materially differing from those possessed or held by other parties conducting or operating a similar business.

(e) The location, existence, use and condition of the Real Property, Equipment, Fixtures, Personal Property and other Collateral are in compliance with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, all covenants and restrictions of record, and any laws regarding hazardous materials.

(f) Mortgagor is (subject to the rights of tenants in possession) in peaceful possession of the leasehold estate created by the Ground Lease and is lawfully seized, possessed and the owner of and has good and indefeasible title to the other Property, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances except the Permitted Liens. Electric, gas, sewer, water facilities and any other necessary utilities are available in sufficient capacity to service the

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Property, and any easements necessary to the furnishing of such utility services have been obtained and duly recorded to the extent necessary.

(g) The various other data and information relating to the Property and the operation and business thereof heretofore and from time to time hereafter delivered by or for Mortgagor to Agent or the Lenders are true, correct, complete and accurate in all material respects.

(h) Mortgagor has disclosed in writing to Agent and the Lenders all conditions, events, and facts known to Mortgagor which could have any material adverse effect on the financial condition of Mortgagor or the Property and no representation or warranty contained herein or therein contains any material misstatement of fact or omits to state any material fact or any fact necessary to make the statements, representation or warranties therein or herein not misleading.

Section 4.5 Reliance. Mortgagor recognizes and acknowledges that in accepting the Loan Agreement, the Notes, this Mortgage and the other Loan Documents, Agent and Lenders are expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in the Loan Agreement by the Borrowers and in this Mortgage by Mortgagor without any obligation to investigate the Property and notwithstanding any investigation of the Property by Agent or Lenders; that the warranties and representations are a material inducement to Agent and Lenders in making the Loans to the Borrowers; and that neither Agent nor Lenders would be willing to make the Loans to the Borrowers and accept this Mortgage in the absence of the warranties and representations as set forth in the Loan Agreement by the Borrowers and in this Mortgage by Mortgagor.

ARTICLE 5 - FURTHER ASSURANCES

Section 5.1 Recording of Mortgage, Etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Agent and Lenders in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Notes, this Mortgage, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, Etc. Mortgagor will, at the cost of Mortgagor, and without expense to Agent or Lenders, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers

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and assurances as Agent shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Agent and Lenders the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Agent and Lenders, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all legal requirements. Mortgagor, promptly after demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Agent to execute in the name of Mortgagor or without the signature of Mortgagor to the extent Agent may lawfully do so, one or more financing statements to evidence more effectively the security interest of Agent and the Lenders in the Property. Mortgagor grants to Agent an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Agent at law and in equity if an Event of Default has occurred and is continuing, including without limitation, such rights and remedies available to Agent pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Indebtedness, Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Indebtedness from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Indebtedness or Agent's or Lenders' interest in the Property, Mortgagor will pay the tax, with interest and penalties thereon, if any. If Agent is advised by counsel chosen by it that the payment of tax by Mortgagor would be unlawful or taxable to Agent or Lenders or unenforceable or provide the basis for a defense of usury then Agent shall have the option by written notice of not less than one hundred twenty (120) days to declare the Indebtedness immediately due and payable.

(b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Indebtedness for any part of the taxes or other charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Indebtedness. If such claim, credit or deduction shall be required by law, Agent shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Indebtedness immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Notes, this Mortgage, or any of the other Loan Documents or impose any other tax or charge on the same, Mortgagor will pay, or cause Borrowers to pay, for the same, with interest and penalties thereon, if any.

Section 5.4 Replacement Documents. Upon receipt of an affidavit of an officer of Agent as to the loss, theft, destruction or mutilation of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Mortgagor shall cause Borrowers to, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

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ARTICLE 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 Agent and Lenders Reliance. Mortgagor acknowledges that Agent and Lenders have examined and relied on the experience of Mortgagor and its general partners, members, principals and (if Mortgagor is a trust) beneficial owners in owning, leasing and operating properties such as the Property in agreeing to make the Loans, and will continue to rely on Mortgagor's ownership and leasing of the Property as a means of maintaining the value of the Property as security for repayment of the Indebtedness and the performance of the Other Obligations. Mortgagor acknowledges that Agent and Lenders have a valid interest in maintaining the value of the Property so as to ensure that, should Mortgagor default in the repayment of the Indebtedness or the performance of the Other Obligations, and fail to cure the same within any applicable cure periods, Agent and Lenders can recover the Indebtedness by a sale of the Property and leasehold interests therein.

Section 6.2 No Sale/Encumbrance. Neither Mortgagor nor any Affiliate of Mortgagor shall transfer the Property or any part thereof or any interest therein or permit or suffer the Property or any part thereof or any interest therein to be transferred other than as expressly permitted pursuant to the terms of the Loan Agreement. In accordance with the foregoing and for the purposes of (i) protecting Agent's security, both of repayment by Mortgagor and of value of the Property; and (ii) giving Agent and Lenders the full benefit of their bargain and contract with Mortgagor, Mortgagor agrees that if this Article 6, or any provision hereof, is deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Property or any interest therein (whether voluntary or by operation of law) without the Agent's prior written consent shall be an Event of Default hereunder. For the purpose of and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events, except as may be permitted by and in compliance with the Loan Agreement, at Agent's option, shall be deemed to be an Event of Default hereunder:

(a) Any sale, disposition (other than a sale or disposition of any Equipment or other Personal Property no longer useful in connection with the operation of the Real Property, provided that prior to the sale or other disposition thereof such Equipment or other personal property has been replaced by other Equipment or personal property of at least equal value and utility which is subject to the lien of this Mortgage with the same priority as the Equipment or other personal property so sold or disposed of), conveyance, assignment, mortgage or other transfer of, or the grant of a security interest in, all or any part of the Property, or the entering into any agreement to sell, convey, assign or transfer, or grant a security interest in all or any part of the Property, or any other act which has the effect of transferring legal or equitable title to all or any part of the Property or Mortgagor's interest therein.

(b) Any lease of substantially all of the Property to a single tenant, or to a group of affiliated tenants, other than to an Affiliate of Mortgagor, provided that such Affiliate of Mortgagor executes and delivers a lease subordination agreement in form and content satisfactory to the Agent, or the lease of any portion of the Property which includes any option to purchase or otherwise acquire any portion of the Property.

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(c) The granting of any option to acquire all or any part of the Property.

(d) If Mortgagor is a general partnership, any removal of any general partner, any addition of any general partner, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any general partner, of any of his right, title or interest in the Mortgagor, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.

(e) If Mortgagor is a limited partnership, any removal of any general or limited partner, any addition of any general or limited partner, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any general or limited partner, of any of his right, title or interest in the Mortgagor, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.

(f) If Mortgagor is a corporation or limited liability company, any merger or consolidation involving Mortgagor, whether or not Mortgagor is the survivor to any such merger or consolidation, or the sale or issuance of any capital stock or membership interest, or of any security convertible into capital stock, of the Mortgagor, or the issuance by the Mortgagor of any right, option or warrant to purchase or otherwise acquire capital stock or membership interest, or the sale, conveyance, assignment, or other transfer of, or the grant of a security interest by any holder of capital stock or membership interest in the Mortgagor in any such capital stock or membership interest in the Mortgagor that results in a violation of Section 10.1(j) of the Loan Agreement.

(g) If Mortgagor is a trust, the removal of any trustee or beneficiary, any addition of any trustee or beneficiary, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any beneficiary, of any of his right, title or interest in the Mortgagor, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.

(h) If Mortgagor is a corporation, limited liability company, partnership or trust, and if any of its shareholders, members, partners or beneficiaries is not a natural person, then any act by any person which, if such person were the Mortgagor or a partner, shareholder, beneficiary or trustee of the Mortgagor, would constitute an Event of Default hereunder.

The foregoing notwithstanding, the following shall not be considered a sale or transfer under this Section 6.2:

- (a) transfers relating to condemnation, dedications, vacations and similar actions or requirements, which are governed by other provisions of the Loan Documents;
- (b) transfers due to death or adjudicated incompetence;
- (c) transfers made to family members or trust for estate planning purposes, provided that the transferor remains in control; and

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- (d) Equipment leasing and purchase money financing.

ARTICLE 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Agent may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Agent may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Agent and Lenders:

- (a) declare the entire unpaid Indebtedness to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Indebtedness not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Notes, the Loan Agreement or in the other Loan Documents;
- (f) recover judgment on the Notes either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property as further provided for in Section 7.2 hereof, without notice and without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Mortgagor, any Guarantor or of any Person liable for the payment of the Indebtedness;
- (h) the license granted to Mortgagor under Section 1.2 hereof shall automatically be revoked and upon written notice to Mortgagor, any Rents then or thereafter coming into Mortgagor's possession are (to the extent the Indebtedness remain due and owing to Agent and Lenders and the Obligations remain unfulfilled) to be held in trust by Mortgagor for the benefit of Agent (for its own account and for the ratable benefit of the Lenders) in a segregated manner and

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immediately delivered to Agent, and Mortgagor shall have no rights to use the Rents for any purpose whatsoever without the prior written consent of Agent;

(i) to the extent permitted by applicable law, Agent may, without notice and without bringing any action or proceeding or by a receiver appointed by a court, take possession of the Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Agent upon demand, and thereupon Agent may, on such terms and for such period of time as Agent may deem proper, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Agent deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce, settle or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Mortgagor to pay monthly in advance to Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Property to Agent or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Indebtedness, in such order, priority and proportions as Agent shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable and documented attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Agent and Lenders, their counsel, agents and employees. Neither Agent nor Lenders shall be liable for any loss sustained by Mortgagor resulting from Agent's or Lenders' failure to lease portions of the Property or from any other act or omission of Agent or Lenders in managing the Property;

(j) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment, the Personal Property or any part thereof, and to take such other measures as Agent may deem necessary for the care, protection and preservation of the Fixtures, the Equipment, the Personal Property, and (ii) request Mortgagor at its expense to assemble the Fixtures, the Equipment, the Personal Property and make it available to Agent at a convenient place acceptable to Agent. Any notice of sale, disposition or other intended action by Agent with respect to the Fixtures, the Equipment, the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;

(k) apply any sums then deposited or held in escrow or otherwise by or on behalf of Agent in accordance with the terms of the Loan Agreement, this Mortgage or any other Loan Document to the payment of the following items in any order in its sole discretion: (i) taxes and

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other charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Notes; (iv) amortization of the unpaid principal balance of the Notes; and (v) all other sums payable pursuant to the Notes, the Loan Agreement, this Mortgage and the other Loan Documents, including without limitation advances made by Agent or the Lenders pursuant to the terms of this Mortgage; or

- (l) pursue such other remedies as Agent may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. The rights and remedies of Agent contained in this Section 7.1 are cumulative and are not in derogation of, secondary to or in lieu of but are in addition to any rights or remedies which the Agent shall have under this Mortgage or any other Loan Document or any other instrument or document or under applicable law and the exercise of any rights or remedies herein contained shall not be deemed a waiver of any other rights or remedies of Agent each and all of which may be exercised whenever Agent deems it in its interest to do so.

Section 7.2 Rights of a Receiver. In addition, Agent shall have the right, at any time after and Event of Default and the filing of a complaint to foreclose (or partially foreclose), either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Real Property or whether the same is then occupied, to make or require Mortgagor to make application for and obtain the appointment of a receiver for the Real Property. The Mortgagor hereby irrevocably consents to the appointment of a receiver, without objection, and shall covenant not to object, hinder or delay the Agent's appointment of a receiver for any reason. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption if any, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Real Property, including without limitation, any powers and rights under the Act (as hereinafter defined) or as provided in a court order appointing the receiver. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in the receiver's hands in payment, to which the Mortgagor shall not intervene or object to any such payment or disbursement, in whole or in part of: (a) the Indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; and (b) the deficiency in case of a sale and deficiency. Without limiting the generality of the foregoing and without limiting any rights or powers granted to the Agent, receiver or any party acting as a lender in possession (either actual possession or constructive possession), including without limitation, those provided in the Act, the Agent or receiver shall have the following general powers:

(a) hold, operate, manage and control all or any part of the Real Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Agent may deem necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Real Property, including without limitation

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actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any lease or sublease of all or any part of the Real Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Real Property made subsequent to this Mortgage without Agent's prior written consent;

(d) extend or modify any then existing leases and make new leases of all or any part of the Real Property, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renewal terms to expire, beyond the maturity date of any loan and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Real Property are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Real Property as may seem judicious to Agent, to insure and reinsure the Real Property and all risks incidental to Agent's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom;

(f) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Real Property, to the payment of taxes, insurance premiums and other charges applicable to the Real Property, or in reduction of the Indebtedness in such order and manner as Agent shall select; and,

(g) enter into contracts to sell the Real Property and execute documents, deeds of conveyance and other documents to sell and convey all or any part of the Real Property.

Nothing herein contained shall be construed as constituting Agent as a lender in possession in the absence of the actual taking of possession of the Real Property. Agent shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease. To the extent provided by law, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Agent and Lenders harmless of and from any and all liability, loss or damage which they may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except for such claims and demands as result directly from the negligent or willful actions of Agent or such Lender. Should Agent or any of the Lenders incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable and documented attorneys' fees, shall be so much additional Indebtedness secured hereby, and shall

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become immediately due and payable without notice and with interest as provided under the Notes.

Section 7.3 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Agent pursuant to this Mortgage if an Event of Default has occurred and is continuing, may be applied by Agent to the payment of the Indebtedness in such priority and proportions as Agent in its discretion shall deem proper.

Section 7.4 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, or if Mortgagor fails to make any payment or to do any act as herein provided, Agent may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make any payment or do any act required of Mortgagor hereunder in such manner and to such extent as Agent may deem necessary to protect the security hereof. Agent is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Indebtedness, and the cost and expense thereof (including reasonable and documented attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.4, shall constitute a portion of the Indebtedness and shall be due and payable to Agent upon demand. All such costs and expenses incurred by Agent or any Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate for the period after notice from Agent that such cost or expense was incurred to the date of payment to Agent. All such costs and expenses incurred by Agent or any Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Indebtedness and be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable upon demand by Agent therefor.

Section 7.5 Actions and Proceedings. Upon the occurrence and during the continuance of an Event of Default, Agent has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Agent, in its reasonable discretion, decides should be brought to protect its interest in the Property.

Section 7.6 Recovery of Sums Required To Be Paid. Agent shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness as the same become due and have not been paid within any cure period, without regard to whether or not the balance of the Indebtedness shall be due, and without prejudice to the right of Agent thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor that was not cured within any applicable cure periods existing at the time such earlier action was commenced.

Section 7.7 Examination of Books and Records. At reasonable times and upon reasonable notice, Agent, its agents, accountants and attorneys shall have the right to examine the records, books, management and other papers of Mortgagor which reflect upon their financial condition, at the Property or at any office regularly maintained by Mortgagor where the books and records are located. Agent and its agents shall have the right to make copies and extracts

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from the foregoing records and other papers. In addition, at reasonable times and upon reasonable notice, Agent, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Mortgagor pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Mortgagor where the books and records are located. This Section 7.7 shall apply throughout the term of the Notes and without regard to whether an Event of Default has occurred or is continuing.

Section 7.8 Other Rights, Etc.

(a) The failure of Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Agent to comply with any request of Borrower, Co-Borrower, Mortgagor or any Guarantor with respect to the Loans to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Notes or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Indebtedness or any portion thereof, or (iii) any agreement or stipulation by Agent extending the time of payment or otherwise modifying or supplementing the terms of the Notes, this Mortgage or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Mortgagor, and neither Agent nor any of the Lenders shall have liability whatsoever for decline in value of the Property, for failure to maintain the insurance policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Agent or any of the Lenders shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Agent's or any of the Lenders' possession.

(c) Agent may resort for the payment of the Indebtedness to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent may take action to recover the Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Agent thereafter to foreclose this Mortgage. The rights of Agent under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent or any Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Neither Agent nor any Lender shall be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.9 Right to Release Any Portion of the Property. Agent may release any portion of the Property for such consideration as Agent may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Agent for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Agent may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Property.

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Section 7.10 Violation of Laws. If the Property is not in material compliance with legal requirements, and such failure to comply is not remedied within any applicable cure periods, Agent may impose additional requirements upon Mortgagor in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 7.11 Recourse and Choice of Remedies. Notwithstanding any other provision of this Mortgage or the Loan Agreement, to the fullest extent permitted by applicable law, Agent and/or Lenders, and their successors, assigns, officers, directors, employees, agents and representatives (the "**Indemnified Parties**") are entitled to enforce the obligations of Mortgagor contained in Sections 9.1, 9.2 and 9.3 herein and the indemnification obligations set forth in the Loan Agreement without first resorting to or exhausting any security or collateral and without first having recourse to the Notes or any of the Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Agent commences a foreclosure action against the Property, Agent is entitled to pursue a deficiency judgment with respect to such obligations against Mortgagor. The provisions of Sections 9.1, 9.2 and 9.3 herein and the indemnification obligations set forth in the Loan Agreement are exceptions to any non-recourse or exculpation provisions in the Loan Agreement, the Notes, this Mortgage or the other Loan Documents, and Mortgagor is fully and personally liable for the obligations pursuant to Sections 9.1, 9.2 and 9.3 herein and the indemnification obligations set forth in the Loan Agreement. The liability of Mortgagor pursuant to Sections 9.1, 9.2 and 9.3 herein and the indemnification obligations set forth in the Loan Agreement is not limited to the original principal amount of the Notes. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Agent or the Lenders (if applicable) from foreclosing or exercising any other rights and remedies pursuant to the Loan Agreement, the Notes, this Mortgage and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Mortgagor pursuant to Sections 9.1, 9.2 and 9.3 herein and the indemnification obligations set forth in the Loan Agreement, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions. In addition, Agent and Lenders (if applicable) shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Article 9 herein.

Section 7.12 Right of Entry. Upon reasonable notice to Mortgagor, Agent and its agents shall have the right to enter and inspect the Property at all reasonable times and so as not to materially interfere with the operations of Mortgagor's business.

Section 7.13 Agent's and Lenders' Remedies against Multiple Parcels. The Indebtedness and the Obligations hereby secured are also secured by other properties, lots and parcels (each an "Other Property" and collectively, the "**Other Properties**") covered by other mortgages, deeds of trust and deeds to secure debt (the "**Other Mortgages**") within and/or outside the state where the Property is located. If this Mortgage or any of the Other Mortgages is foreclosed upon, or if judgment is entered upon any Obligations secured hereby, or if Lender exercises its power of sale (if applicable under the laws of the State in which the Property is located), execution may be made upon or Agent or Lenders (if applicable) may exercise their remedies (including any power of sale) against any one or more of the Other Properties and not upon the other Other Properties, or upon all of such Other Properties, either together or

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separately, and at different times or at the same time, and the exercise of such remedies, execution sales or sales under the power of sale herein granted (if applicable under the laws of the state in which the Property is located) may likewise be conducted separately or concurrently, in each case at Agent's election. No event of enforcement taking place against any Other Property, and no failure to prosecute any such other enforcement shall in any way stay, preclude or bar enforcement of this Mortgage, and Agent and Lenders (if applicable) may pursue any or all of Agent's and Lenders' rights and remedies under this Mortgage until the Indebtedness and the Obligations are paid and discharged in full.

ARTICLE 8 - PREPAYMENT

Section 8.1 Prepayment. The Indebtedness may not be prepaid in whole or in part except in accordance with the express terms and conditions of the Loan Agreement.

ARTICLE 9 - INDEMNIFICATION

Section 9.1 General Indemnification. Except to the extent arising from the gross negligence or willful misconduct of Agent or any Lender, Mortgagor shall, at its sole cost and expense, protect (with legal counsel reasonably acceptable to Agent), defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, of whatever kind or nature (including but not limited to reasonable and documented attorneys' fees and other costs of defense) (collectively, the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) ownership of this Mortgage, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Indebtedness, the Notes, the Loan Agreement, this Mortgage, or any other Loan Documents; (c) any and all lawful action that may be taken by Agent or the Lenders in connection with the enforcement of the provisions of this Mortgage, the Loan Agreement, the Notes or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower, Co-Borrower, Mortgagor, any Guarantor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of Mortgagor to perform or be in compliance with any of the terms of this Mortgage, the Notes, the Loan Agreement or any of the other Loan Documents; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (i) any failure of the Property to be in compliance with any

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legal requirements; (j) the enforcement by any Indemnified Party of the provisions of this Article 9; (k) any and all claims and demands whatsoever which may be asserted against Agent or the Lenders by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (l) the payment of any commission, charge or brokerage fee to anyone claiming through Mortgagor which may be payable in connection with the funding of the Loans; or (m) any misrepresentation made by Mortgagor in this Mortgage or any other Loan Document. Any amounts payable to Agent or the Lenders by reason of the application of this Section 9.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Agent or such Lender until paid.

Section 9.2 Mortgage and/or Intangible Tax. Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Mortgage, the Notes or any of the other Loan Documents, but excluding any income, franchise or other similar taxes. Mortgagor hereby agrees that, in the event that it is determined that any documentary stamp taxes or intangible personal property taxes are due hereon or on any mortgage or promissory note executed in connection herewith (including, without limitation, the Notes), Mortgagor shall indemnify and hold harmless the Indemnified Parties for all such documentary stamp and/or intangible taxes, including all penalties and interest assessed or charged in connection therewith.

Section 9.3 ERISA Indemnification. MORTGAGOR SHALL, AT ITS SOLE COST AND EXPENSE, PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THE INVESTIGATION, DEFENSE, AND SETTLEMENT OF LOSSES INCURRED IN CORRECTING ANY PROHIBITED TRANSACTION OR IN THE SALE OF A PROHIBITED LOAN, AND IN OBTAINING ANY INDIVIDUAL PROHIBITED TRANSACTION EXEMPTION UNDER ERISA THAT MAY BE REQUIRED, IN AGENT'S DISCRETION) THAT AGENT OR LENDERS MAY INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF A BREACH OF ANY OF THE ERISA REPRESENTATIONS MADE UNDER THE LOAN AGREEMENT OR A BREACH OF ANY NEGATIVE COVENANTS WITH RESPECT TO ERISA CONTAINED IN THE LOAN AGREEMENT.

Section 9.4 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties in their reasonable discretion. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Mortgagor and any Indemnified Party and Mortgagor and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Mortgagor, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no

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compromise or settlement shall be entered without Mortgagor's consent, which consent shall not be unreasonably withheld. Upon demand, Mortgagor shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE 10 - WAIVERS

Section 10.1 Waiver of Counterclaim. To the extent permitted by applicable law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Agent arising out of or in any way connected with this Mortgage, the Loan Agreement, the Notes, any of the other Loan Documents or the Obligations.

Section 10.2 Marshalling and Other Matters. To the extent permitted by applicable law, Mortgagor hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned.

Section 10.3 Waiver of Notice. To the extent permitted by applicable law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Agent or Lenders except with respect to matters for which this Mortgage and other Loan Documents specifically and expressly provides for the giving of notice by Agent to Mortgagor and except with respect to matters for which Agent is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Agent and Lenders with respect to any matter for which this Mortgage or the other Loan Documents do not specifically and expressly provide for the giving of notice by Agent to Mortgagor.

Section 10.4 Waiver of Statute of Limitations. To the extent permitted by applicable law, Mortgagor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Indebtedness or performance of its Other Obligations.

Section 10.5 Survival. The indemnifications made pursuant to Sections 9.1, 9.2, 9.3 and 9.4 herein, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by any of the following: any satisfaction or other termination of this Mortgage, any assignment or other transfer of all or any portion of this Mortgage or Agent's or Lenders' interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee

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or transferee), any exercise of Agent's or Lenders' rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Notes or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Mortgagor or by Agent or any Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Mortgage, the Loan Agreement, the Notes or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Mortgagor from the obligations pursuant hereto.

Section 10.6 Waiver of Trial by Jury. MORTGAGOR BY ITS EXECUTION HEREOF WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE. THIS WAIVER OF RIGHT TO JURY TRIAL IS KNOWINGLY AND VOLUNTARILY GIVEN AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

ARTICLE 11 - EXCULPATION

The provisions of Section 14.5 of the Loan Agreement are hereby incorporated by reference into this Mortgage, mutatis mutandis, to the same extent and with the same force as if fully set forth herein.

ARTICLE 12 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 14.6 of the Loan Agreement.

ARTICLE 13 - APPLICABLE LAW

Section 13.1 Governing Law. This security instrument shall be governed in accordance with the laws of the state where the Land is located.

Section 13.2 Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Mortgagor and Agent and/or any Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Agent or any Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Mortgagor to Agent and/or Lenders, and (c) if through any contingency or event, Agent or any Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Mortgagor to such Agent and/or Lender, or if there is no such indebtedness, shall immediately be returned to Mortgagor.

Section 13.3 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not

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violate any applicable provisions of law and 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 the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

ARTICLE 14 - DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form and the word "**Mortgagor**" shall mean "each Mortgagor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "**Lender**" shall mean "any of the Lenders and any subsequent holder of the Notes," the word "**Notes**" shall mean "the Notes and any other evidence of indebtedness secured by this Mortgage," the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "**attorneys' fees**", "**legal fees**" and "**counsel fees**" shall include any and all reasonable and documented attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Agent or any of the Lenders in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

Section 15.1 No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Agent, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Agent and their respective successors and assigns forever.

Section 15.3 Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Notes or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Notes and this Mortgage shall be construed without such provision.

Section 15.4 Headings, Etc. The headings and captions of various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 Subrogation. If any or all of the proceeds of the Notes have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to

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the extent of the funds so used, Agent and Lenders shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Agent and the Lenders and are merged with the lien and security interest created herein as cumulative security for the repayment of the Indebtedness, the performance and discharge of Mortgagor's obligations hereunder, under the Loan Agreement, the Notes and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 15.7 Entire Agreement. The Notes, the Loan Agreement, this Mortgage and the other Loan Documents constitute the entire understanding and agreement between Mortgagor and Agent with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Mortgagor and Agent with respect thereto. Mortgagor hereby acknowledges that, except as incorporated in writing in the Notes, the Loan Agreement, this Mortgage and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Agent to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Notes, the Loan Agreement, this Mortgage and the other Loan Documents.

Section 15.8 Limitation on Agent's and Lenders' Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Agent or any Lender, nor shall it operate to make Agent or any Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Agent or any Lender a "mortgagee in possession."

ARTICLE 16 - STATE-SPECIFIC PROVISIONS

Section 16.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 16 and the terms and conditions of this Mortgage, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

If any provision of this Mortgage shall grant to Agent any rights or remedies upon the occurrence and during the continuation of an Event of Default of Mortgagor which are more limited than the rights that would otherwise be vested in Agent under the Act in the absence of said provision, Agent shall be vested with the rights granted in the Act to the full extent permitted by law.

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Wherever provision is made in this Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Agent, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagor shall continue in the Agent as judgment creditor or mortgagee until confirmation of sale.

Without limiting the generality of the foregoing, all expenses incurred by Agent and the Lenders 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 this Mortgage, shall be added to the Indebtedness.

Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption to the extent allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

In addition to any provision of this Mortgage authorizing the Agent to take or be placed in possession of the Property, or for the appointment of a receiver, Agent shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Agent, 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 set forth in Sections 15-1701 and 15-1703 of the Act.

Mortgagor and Agent 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, Agent 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.

Section 16.3 Mortgagor Waivers. Mortgagor agrees, to the fullest extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. Mortgagor, to the extent Mortgagor may lawfully do so, hereby waives any and all right to have the Property marshaled upon any foreclosure of this Mortgage, or sold in inverse order of alienation, and agrees that Agent or any court having jurisdiction to foreclose this Mortgage may sell the Property as an entirety. If any law now or hereafter in force referred to in this paragraph of which Mortgagor or Mortgagor's

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successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

In the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of Mortgagor, its successors and assigns, and each and every person or entity they may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage, except as may be prohibited by local law: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and, (b) agrees that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

Notwithstanding anything to the contrary in this Section 16.3, or any other provision of this Mortgage, Mortgagor does not waive any compulsory defense, any defense based on payment in full of the Indebtedness and/or fulfillment of any Other Obligations then due. Furthermore, Mortgagor does not waive any claim which would constitute a defense, set off, counterclaim or crossclaim of any nature whatsoever against Agent in any separate action or proceeding.

Section 16.4 Maximum Amount Secured. It is expressly understood and agree that the maximum amount secured by this Mortgage shall not exceed two hundred percent (200%) of the aggregate face amount of the Notes. The Notes bear interest at variable rates determined in accordance with the Loan Agreement.

Section 16.5 No Lien Management Agreements. Mortgagor shall include a subordination provision in any property management agreement hereafter entered into by Mortgagor with a property manager for the Property, whereby the property manager subordinates any and all mechanics' lien rights that the property manager, or anyone claiming through or under the property manager, may have pursuant to 770 ILCS 60/1. Such property management agreement containing such subordination provision or a short form thereof shall, at Agent's request, be recorded with the Recorder of Deeds of the county in which this Mortgage was filed, as appropriate.

Section 16.6 Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), unless Mortgagor provides Agent with evidence of the insurance required by this Mortgage or any other Loan Document, Agent may purchase insurance at Mortgagor's expense to protect Agent's interest in the Property or any other collateral for the indebtedness secured hereby. This insurance may, but need not, protect Mortgagor's interests. The coverage Agent purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Agent, but only after providing Agent with evidence that Mortgagor has obtained

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insurance as required under by this Mortgage or any other Loan Document. If Agent purchases insurance for the Property or any other collateral for the indebtedness secured hereby, Mortgagor shall be responsible for the reasonable costs of that insurance, including interest in any other charges that Agent may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own. Upon foreclosure of this Mortgage or other transfer of the Property in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee. In event of any loss of or damage to the Property, Mortgagor will give immediate notice thereof to Agent, and Agent shall have the right to make proof of the loss or damage, if Mortgagor does not promptly do so. Agent is authorized to settle, adjust, or compromise any claims for loss or damage under any such insurance policy. Mortgagor shall forthwith endorse and deliver to Agent all proceeds of any such policy.

Section 16.7 Future Advances. This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Agent or the Lenders, or otherwise. The amount of indebtedness secured hereby may increase or decrease from time to time and the rate or rates of interest payable may vary from time to time.

Section 16.8 Business Loan. The proceeds of the Loans referred to herein 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 (A) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4 (1) (c); (B) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(I); and (C) the secured Indebtedness is an exempted transaction under the Truth-In-Lending Act, 15 U.S. C. Sec. 1601 et. Seq. and has been entered into solely for business purposes of Mortgagor and for Mortgagor's investment or profit, as contemplated by said section.

Section 16.9 Fixture Filing. The following information is included for purposes of meeting the requirements of a financing statement:

- (a) The name of the debtor is Heartland Recycling, LLC, an Illinois limited liability company.
- (b) The name of the secured party is Comerica Bank, a Texas banking association.
- (c) The address of the secured party is 411 W. Lafayette Blvd., Detroit, Michigan 48226.
- (d) The address of the debtor is 6132 Oakton Street, Morton Grove, IL 60053.

[NO FURTHER TEXT ON THIS PAGE]

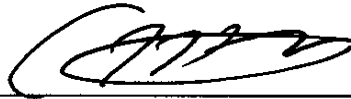
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IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of the day and year first above written.

MORTGAGOR:

HEARTLAND RECYCLING, LLC, an Illinois limited liability company

By: **LAKESHORE RECYCLING SYSTEMS, LLC**, Its Manager

By: 

Name: Alan T. Handley

Title: Chief Executive Officer

Property of Cook County Clerk's Office

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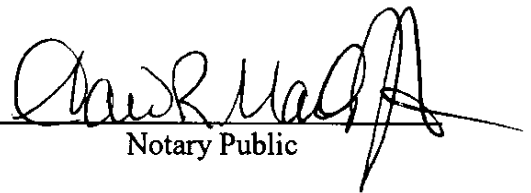
ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook)

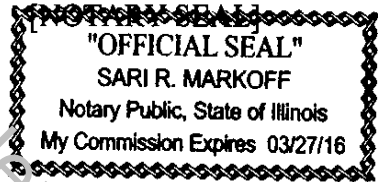
ss.:

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Alan T. Handley, the Chief Executive Officer of Lakeshore Recycling Systems, LLC, a Delaware limited liability company, the manager of Heartland Recycling, LLC, an Illinois limited liability company, who is 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 he signed and delivered the said instrument as such Chief Executive Officer as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 2 day of June, 2014.


Notary Public

My Commission Expires: 3/27/16



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 5; THENCE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.657 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST FOR A DISTANCE OF 45.213 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, AN ARC DISTANCE OF 140.636 FEET, A RADIUS OF 5857.131 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES, 48 MINUTES 35.1 SECONDS WEST FOR A DISTANCE OF 140.632 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 18.8 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.874 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, AN ARC DISTANCE OF 488.668 FEET, A RADIUS OF 3847.000 FEET, AND A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39.3 SECONDS WEST FOR A DISTANCE OF 488.340 FEET; THENCE SOUTH 67 DEGREES 23 MINUTES 59.7 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.055 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 53.9 SECONDS WEST FOR A DISTANCE OF 165.162 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 06.1 SECONDS EAST FOR A DISTANCE OF 1703.486 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876 AND ASSIGNED BY ASSIGNMENT OF LICENSE RECORDED MARCH 8, 2001 AS DOCUMENT 0010181989 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C. AND BY AGREEMENT FOR PRIVATE CROSSING DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221875 AND ASSIGNED BY

ASSIGNMENT OF PRIVATE CROSSING AGREEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181990 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., LYING ENTIRELY ON AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 8, AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00 WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.06 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT-OF-BEGINNING OF SAID CENTERLINE; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1618.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 52.95 FEET, WITH A RADIUS OF 1018.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 68 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 52.94 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 31.40 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 47 DEGREES 53 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 30.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 119.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET TO THE POINT-OF-TERMINUS OF SAID EASEMENT, ALL IN COOK COUNTY, STATE OF ILLINOIS.

ALSO

THAT PORTION OF A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876, LYING ENTIRELY ON THE AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE 213.81 FEET; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 177.32 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, WHICH IS ALSO THE BEGINNING OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST CONTINUING ALONG AND UPON SAID CENTERLINE, FOR A DISTANCE OF 90.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 83.21 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 73 DEGREES 56 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 82.58 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY

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RIGHT-OF-WAY, WHICH IS ALSO THE POINT OF TERMINUS OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT, EXCEPT AS NOTED WITHIN THE BODY OF THE DESCRIPTION, TOGETHER WITH A 40.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874 AND ASSIGNED BY ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181986 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., LYING ENTIRELY ON THE WATER RECLAMATION DISTRICT'S PROPERTY, SAID EASEMENTS BEING PART OF LOTS 86, 88, 90, 92, 94, 96, 98, 100, 102 AND 104 OF THE SANITARY DISTRICT TRUSTEE' SUBDIVISION, AND ALSO LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE TO CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3547.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE

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OF 23.58 FEET TO THE POINT-OF-BEGINNING OF SAID 30.00-FOOT WIDE EASEMENT; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 213.81 FEET TO A POINT OF INTERSECTION OF ANOTHER 30 FOOT WIDE EASEMENT, SAID POINT TO BE LABELED POINT "B"; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE FOR THE NEXT TWO COURSES OF THIS EASEMENT, THE NORTHERLY HALF OF THIS EASEMENT VARIES IN WIDTH FROM 1 FOOT TO 15 FEET SO AS TO BE CONTIGUOUS AND ADJACENT TO THE SOUTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, FOR A CENTERLINE BEARING OF NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 267.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 84.49 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 74 DEGREES 07 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 83.83 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 74.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 164.08 FEET, WITH A RADIUS OF 100 FEET, AND WITH A CHORD WHICH BEARS SOUTH 81 DEGREES 42 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 162.93 FEET; THENCE SOUTH 69 DEGREES 57 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 60.67 FEET; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 280.47 FEET TO A POINT OF INTERSECTION WITH ANOTHER 30-FOOT WIDE EASEMENT, SAID POINT LABELLED POINT "C"; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 274.80 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 215.52 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1,829.65 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 94.61 FEET, WITH A RADIUS OF 205.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 54 DEGREES 29 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 93.77 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 50.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 96.72 FEET, WITH A RADIUS OF 210.00 FEET, AND WITH CHORD WHICH BEARS SOUTH 54 DEGREES 27 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 95.87 FEET; THENCE SOUTH 67 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 179.73 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 40.00 FEET WIDE EASEMENT, SAID POINT TO BE LABELED POINT "A"; THENCE SOUTH 67 DEGREES 39 MINUTES, 12 SECONDS WEST CONTINUING ALONG AND UPON THE CENTER LINE OF SAID 30.00 FEET WIDE EASEMENT, FOR DISTANCE OF 275.12 FEET; THENCE ALONG THE ARC OF A CIRCLE TO THE RIGHT FOR AN ARC DISTANCE OF 379.66 FEET, WITH A RADIUS OF 1,683.46 FEET, AND WITH A CHORD WHICH BEARS SOUTH 74 DEGREES 06 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 378.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 359.39 FEET, WITH A RADIUS OF 1,575.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 72 DEGREES 02 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 358.62 FEET; THENCE SOUTH 67 DEGREES 30 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 315.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 404.91, WITH A RADIUS OF 745.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 51 DEGREES 55 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 399.95 FEET; THENCE SOUTH 36 DEGREES 21 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 213.28 FEET; THENCE SOUTH 46 DEGREES 39 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 136.80 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 72.41 FEET; THENCE SOUTH 59 DEGREES 11 MINUTES 33 SECONDS WEST FOR A DISTANCE OF

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442.69 FEET; THENCE SOUTH 30 DEGREES 48 MINUTES 27 SECONDS EAST FOR A DISTANCE 18.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 81.12 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 77 DEGREES 17 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 72.51 FEET, THENCE NORTH 56 DEGREES 14 MINUTES 14 SECONDS EAST ALONG AND UPON THE OFF-RAMP FROM THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH A 40.00-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 20.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY LABELLED POINT "A"; THENCE SOUTH 22 DEGREES 20 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 18.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 101.72, WITH A RADIUS OF 70.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 19 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 93.00 FEET; THENCE SOUTH 60 DEGREES 54 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 129.24 FEET; THENCE SOUTH 72 DEGREES 46 MINUTES 44 SECONDS WEST ALONG AND UPON THE ON-RAMP TO THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH ANOTHER 30-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 15 FEET ON EACH OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY LABLED POINT "B"; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 185.00 FEET, WITH A RADIUS OF 400.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 39 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 183.36 FEET; THENCE NORTH 86 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 93.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 101.98 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 73 DEGREES 01 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 99.74 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 78.00 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 98.60 FEET, WITH A RADIUS OF 100.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 24 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 94.65 FEET; THENCE NORTH 71 DEGREES 20 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 92.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 47.66 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 64 DEGREES 31 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 47.54 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 118.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 51.32 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 63 DEGREES 02 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 51.17 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 55.20 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 100.41 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 87 DEGREES 03 MINUTES 40 SECONDS WEST FOR A

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DISTANCE OF 98.27 FEET; THENCE SOUTH 66 DEGREES 30 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 125.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 29.02 FEET, WITH A RADIUS OF 35.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 89 DEGREES 43 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 28.20 FEET; THENCE NORTH 65 DEGREES 58 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 11.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 40.10 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 88 DEGREES 57 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 39.03 FEET TO SAID POINT "C", ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN EASEMENT AGREEMENT RECORDED AS DOCUMENT 97716881 MADE BY AND BETWEEN FOSTER WHEELER MIDWEST, INC. AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AND ASSIGNED BY ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181985 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C. FOR THE SOLE PURPOSE TO CONSTRUCT, RECONSTRUCT, INSTALL, OPERATE, MAINTAIN, IMPROVE, REPAIR, RELOCATE, REPLACE AND REMOVE AN APPROXIMATE 24-INCH DIAMETER REINFORCED CONCRETE PIPE WITH APPURTENANCES, UNDER AND THROUGH A PORTION OF 41ST STREET AND A PART OF LOTS 76, 78, 80, 82, 84, 86 AND 88 DESCRIBED AS THE LEASED PREMISES ON EXHIBIT 'A' ATTACHED THERETO, TO PROVIDE DRAINAGE OF STORM WATER FROM LAND INTO THE CHICAGO SANITARY AND SHIP CANAL.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN EASEMENT AGREEMENT RECORDED AS DOCUMENT 97703121 MADE BY AND BETWEEN CANAL LAND CORP., FOSTER WHEELER MIDWEST, INC. AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181986 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., AS FOLLOWS:

A) FOR THE SOLE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE LAND OVER AND ACROSS A STRIP OF LAND 30 FEET WIDE AND 4900 FEET LONG ON WHICH IS LOCATED A PAVED ROAD KNOWN AS CANAL BANK ROAD AND OVER AN UNPAVED AREA 30 FEET WIDE AND 500 FEET LONG FOR THE CONSTRUCTION, RECONSTRUCTION, INSTALLATION, OPERATION, MAINTAINENCE, REPAIR, AND REMOVAL OF THE ACCESS IMPROVEMENTS DEFINED IN PARAGRAPH 4(B) OF SAID INSTRUMENT OVER AN AREA PARTICULARLY DESCRIBED ON EXHIBIT 'C' AND DEPICTED ON THE SURVEY ATTACHED AS EXHIBIT 'D', ATTACHED THERETO.

B) FOR THE SOLE PURPOSE TO CONSTRUCT, RECONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE A 12 INCH DIAMETER DUCTILE IRON WATER MAIN EXTENSION WITH APPURTENANCES, HAVING A WIDTH OF APPROXIMATELY 10 FEET AND A LENGTH EQUAL TO THE LENGTH OF THE ACCESS EASEMENT PREMISES, TO PROVIDE POTABLE WATER TO THE LAND DESCRIBED IN PARCEL 1 OVER AN AREA PARTICULARLY DESCRIBED ON EXHIBIT 'E' AND

DEPICTED ON THE DRAWING ATTACHED AS EXHIBIT "F" ATTACHED THERETO.

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Tax Parcel ID Nos.

19-05-300-028-0000

Property commonly known as:

6201 Canal Bank Road, Forest View, Illinois *60402*

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT B

DEFINITIONS

“**Affiliate**” shall mean, with respect to any Person, any other Person directly or indirectly controlling (including but not limited to all directors and officers of such Person), controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person for the purposes of this definition if such Person possesses, directly or indirectly, the power (i) to vote 10% or more of the Equity Interests having ordinary voting power for the election of directors or managers of such other Person or (ii) to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“**Applicable Interest Rate**” shall have the meaning assigned to it in the Loan Agreement.

“**Capitalized Lease**” shall mean, as applied to any Person, any lease of any property (whether real, personal or mixed) with respect to which the discounted present value of the rental obligations of such Person as lessee thereunder, in conformity with GAAP, is required to be capitalized on the balance sheet of that Person.

“**Hedging Agreement**” shall mean any agreement relating to a Hedging Transaction entered into between the Borrower and/or Co-Borrower and any Lender or an Affiliate of a Lender.

“**Hedging Transaction**” means each interest rate swap transaction, basis swap transaction, forward rate transaction, equity transaction, equity index transaction, foreign exchange transaction, cap transaction, floor transaction (including any option with respect to any of these transactions and any combination of any of the foregoing).

“**Indebtedness**” shall mean all indebtedness and liabilities (including without limitation principal, interest (including without limitation interest accruing at the then applicable rate provided in the Loan Agreement or any other applicable Loan Document after an applicable maturity date and interest accruing at the then applicable rate provided in the Loan Agreement or any other applicable Loan Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Credit Parties whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), fees, expenses and other charges) arising under the Loan Agreement or any of the other Loan Documents, whether direct or indirect, absolute or contingent, of any Credit Party to any of the Lenders or Affiliates thereof or to the Agent, in any manner and at any time, whether arising under the Loan Agreement, the Guaranty or any of the other Loan Documents (including without limitation, payment obligations under Hedging Transactions evidenced by Hedging Agreements), due or hereafter to become due, now owing or that may hereafter be incurred by any Credit Party to any of the Lenders or Affiliates thereof or to the Agent, and which shall be deemed to include protective advances made by Agent with respect to the Collateral under or pursuant to the terms of any Loan Document and any liabilities of any Credit Party to Agent or any Lender arising in connection with any Lender Products, in each case whether or not reduced to judgment, with interest according to the rates and terms specified, and any and all consolidations, amendments, renewals, replacements, substitutions or extensions of any of the foregoing; provided, however that for purposes of calculating the Indebtedness outstanding under this Agreement or any of the other Loan Documents, the direct and indirect and absolute and contingent obligations of the Credit Parties (whether direct or contingent) shall be determined without duplication.

“**Letter(s) of Credit**” shall mean any standby and commercial letters of credit issued by Issuing Lender at the request of or for the account of Borrower and/or Co-Borrower pursuant to Article 3 of the Loan Agreement.

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“Lien” shall mean any security interest in or lien on or against any property arising from any pledge, assignment, hypothecation, mortgage, security interest, deposit arrangement, trust receipt, conditional sale or title retaining contract, sale and leaseback transaction, Capitalized Lease, consignment or bailment for security, or any other type of lien, charge, encumbrance, title exception, preferential or priority arrangement affecting property (including with respect to stock, any stockholder agreements, voting rights agreements, buy-back agreements and all similar arrangements), whether based on common law or statute.

“Notes” shall mean the Notes as defined in the Loan Agreement.

“Permitted Exceptions” means and refers to the exceptions to title set forth on Exhibit D hereto.

“Permitted Liens” shall mean with respect to any Person:

(a) Liens for (i) taxes or governmental assessments or charges or (ii) customs duties in connection with the importation of goods to the extent such Liens attach to the imported goods that are the subject of the duties, in each case (x) to the extent not yet due, (y) as to which the period of grace, if any, related thereto has not expired or (z) which are being contested in good faith by appropriate proceedings, provided that in the case of any such contest, any proceedings for the enforcement of such Liens have been suspended and adequate reserves with respect thereto are maintained on the books of such Person in conformity with GAAP;

(b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, processor’s, landlord’s liens or other like liens arising in the ordinary course of business which secure obligations that are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings, provided that in the case of any such contest, (x) any proceedings commenced for the enforcement of such Liens have been suspended and (y) appropriate reserves with respect thereto are maintained on the books of such Person in conformity with GAAP;

(c) (i) Liens incurred in the ordinary course of business to secure the performance of statutory obligations arising in connection with progress payments or advance payments due under contracts with the United States government or any agency thereof entered into in the ordinary course of business and (ii) Liens incurred or deposits made in the ordinary course of business to secure the performance of statutory obligations (not otherwise permitted under subsection (g) of this definition), bids, leases, fee and expense arrangements with trustees and fiscal agents, title contracts, surety and appeal bonds, performance bonds and other similar obligations (exclusive of obligations incurred in connection with the borrowing of money, any lease-purchase arrangements or the payment of the deferred purchase price of property), provided, that in each case full provision for the payment of all such obligations has been made on the books of such Person as may be required by GAAP;

(d) any attachment or judgment lien that remains unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period ending on the earlier of (i) thirty (30) consecutive days from the date of its attachment or entry (as applicable) or (ii) the commencement of enforcement steps with respect thereto, other than the filing of notice thereof in the public record;

(e) minor survey exceptions or minor encumbrances, easements or reservations, or rights of others for rights-of-way, utilities and other similar purposes, or zoning or other restrictions as to the use of real properties, or any interest of any lessor or sublessor under any lease permitted hereunder which, in each case, does not materially interfere with the business of such Person;

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(f) Liens arising in connection with worker's compensation, unemployment insurance, old age pensions and social security benefits and similar statutory obligations (excluding Liens arising under ERISA), provided that no enforcement proceedings in respect of such Liens are pending and provisions have been made for the payment of such liens on the books of such Person as may be required by GAAP;

(g) Permitted Exceptions; and

(h) continuations of Liens that are permitted under subsections (a)-(g) hereof, provided such continuations do not violate the specific time periods set forth in subsections (b) and (d) and provided further that such Liens do not extend to any additional property or assets of any Credit Party or secure any additional obligations of any Credit Party.

Regardless of the language set forth in this definition, no Lien over the Equity Interests of any Credit Party granted to any Person other than to Agent for the benefit of the Lenders shall be deemed a "Permitted Lien" under the terms of the Loan Agreement.

"Person" shall mean a natural person, corporation, limited liability company, partnership, limited liability partnership, trust, incorporated or unincorporated organization, joint venture, joint stock company, firm or association or a government or any agency or political subdivision thereof or other entity of any kind.

"Subsidiary(ies)" shall mean any other corporation, association, joint stock company, business trust, limited liability company, partnership or any other business entity of which more than fifty percent (50%) of the outstanding voting stock, share capital, membership, partnership or other interests, as the case may be, is owned either directly or indirectly by any Person or one or more of its Subsidiaries, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by any Person and/or its Subsidiaries. Unless otherwise specified to the contrary herein or the context otherwise requires, Subsidiary(ies) shall refer to the Subsidiary(ies) of any Guarantor, Borrower, Co-Borrower and/or Mortgagor.

Terms not otherwise defined in this Mortgage shall be as defined in the Loan Agreement.

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EXHIBIT C

Ground Lease

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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STREET ADDRESS: 6201 W CANA BANK RD
 CITY: FOREST VIEW COUNTY: COOK
 TAX NUMBER: 19-05-300-028-0000

LEGAL DESCRIPTION:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: TOWN & COUNTRY TRANSFER, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSOR, AND HEARTLAND RECYCLING, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED ~, WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING ~ AND ENDING MAY 31, 2024.

PARCEL 1:

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 5; THENCE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.657 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST FOR A DISTANCE OF 45.213 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, AN ARC DISTANCE OF 140.636 FEET, A RADIUS OF 5857.151 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES, 48 MINUTES 35.1 SECONDS WEST FOR A DISTANCE OF 140.632 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 18.8 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.874 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, AN ARC DISTANCE OF 488.668 FEET, A RADIUS OF 3847.000 FEET, AND A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39.3 SECONDS WEST FOR A DISTANCE OF 488.340 FEET; THENCE SOUTH 67 DEGREES 23 MINUTES 59.7 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.055 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 53.9 SECONDS WEST FOR A DISTANCE OF 165.162 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 06.1 SECONDS EAST FOR A DISTANCE OF 1703.486 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876 AND ASSIGNED BY ASSIGNMENT OF LICENSE RECORDED MARCH 8, 2001 AS DOCUMENT 0010181989 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C. AND BY AGREEMENT FOR PRIVATE CROSSING DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221875 AND ASSIGNED BY

ASSIGNMENT OF PRIVATE CROSSING AGREEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181990 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., LYING ENTIRELY ON AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 8, AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00 WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET;

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THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.06 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT-OF-BEGINNING OF SAID CENTERLINE; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1618.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 52.95 FEET, WITH A RADIUS OF 1018.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 68 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 52.94 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 31.40 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 47 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 30.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 119.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET TO THE POINT-OF-TERMINUS OF SAID EASEMENT, ALL IN COOK COUNTY, STATE OF ILLINOIS.

ALSO

THAT PORTION OF A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876, LYING ENTIRELY ON THE AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE 213.81 FEET; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC

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DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 177.32 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, WHICH IS ALSO THE BEGINNING OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST CONTINUING ALONG AND UPON SAID CENTERLINE, FOR A DISTANCE OF 90.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 83.21 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 73 DEGREES 56 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 82.58 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, WHICH IS ALSO THE POINT OF TERMINUS OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT, EXCEPT AS NOTED WITHIN THE BODY OF THE DESCRIPTION, TOGETHER WITH A 40.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874 AND ASSIGNED BY ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181986 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., LYING ENTIRELY ON THE WATER RECLAMATION DISTRICT'S PROPERTY, SAID EASEMENTS BEING PART OF LOTS 86, 88, 90, 92, 94, 96, 98, 100, 102 AND 104 OF THE SANITARY DISTRICT TRUSTEE' SUBDIVISION, AND ALSO LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.56 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE TO CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET TO THE POINT-OF-BEGINNING OF SAID 30.00-FOOT WIDE EASEMENT; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00

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FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 213.81 FEET TO A POINT OF INTERSECTION OF ANOTHER 30 FOOT WIDE EASEMENT, SAID POINT TO BE LABELED POINT "B"; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE FOR THE NEXT TWO COURSES OF THIS EASEMENT, THE NORTHERLY HALF OF THIS EASEMENT VARIES IN WIDTH FROM 1 FOOT TO 15 FEET SO AS TO BE CONTIGUOUS AND ADJACENT TO THE SOUTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, FOR A CENTERLINE BEARING OF NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 267.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 84.49 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 74 DEGREES 07 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 83.83 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 74.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 164.08 FEET, WITH A RADIUS OF 400 FEET, AND WITH A CHORD WHICH BEARS SOUTH 81 DEGREES 42 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 162.93 FEET; THENCE SOUTH 69 DEGREES 57 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 60.67 FEET; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 280.47 FEET TO A POINT OF INTERSECTION WITH ANOTHER 30-FOOT WIDE EASEMENT, SAID POINT LABELLED POINT "C"; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 274.80 FEET; THENCE SOUTH 65 DEGREES 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 215.52 FEET; THENCE SOUTH 67 DEGREES 42 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1,829.65 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 94.61 FEET, WITH A RADIUS OF 205.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 54 DEGREES 29 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 93.77 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 50.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 96.72 FEET, WITH A RADIUS OF 210.00 FEET, AND WITH CHORD WHICH BEARS SOUTH 54 DEGREES 27 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 95.87 FEET; THENCE SOUTH 67 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 179.73 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 40.00 FEET WIDE EASEMENT, SAID POINT TO BE LABELED POINT "A"; THENCE SOUTH 67 DEGREES 39 MINUTES, 12 SECONDS WEST CONTINUING ALONG AND UPON THE CENTER LINE OF SAID 30.00 FEET WIDE EASEMENT, FOR DISTANCE OF 275.12 FEET; THENCE ALONG THE ARC OF A CIRCLE TO THE RIGHT FOR AN ARC DISTANCE OF 379.66 FEET, WITH A RADIUS OF 1,683.46 FEET, AND WITH A CHORD WHICH BEARS SOUTH 74 DEGREES 06 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 378.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 359.39 FEET, WITH A RADIUS OF 1,575.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 74 DEGREES 02 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 358.62 FEET; THENCE SOUTH 67 DEGREES 30 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 315.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 404.91, WITH A RADIUS OF 745.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 51 DEGREES 55 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 399.95 FEET; THENCE SOUTH 36 DEGREES 21 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 213.28 FEET; THENCE SOUTH 46 DEGREES 39 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 136.80 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 72.41 FEET; THENCE SOUTH 59 DEGREES 11 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 442.69 FEET; THENCE SOUTH 30 DEGREES 48 MINUTES 27 SECONDS EAST FOR A DISTANCE 18.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 81.12 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 77 DEGREES 17 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 72.51 FEET, THENCE NORTH 56 DEGREES 14 MINUTES 14 SECONDS EAST ALONG AND UPON THE OFF-RAMP FROM THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH A 40.00-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 20.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY LABELLED POINT "A"; THENCE SOUTH 22 DEGREES 20 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 18.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 101.72, WITH A RADIUS OF 70.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 19 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 93.00 FEET; THENCE SOUTH 60 DEGREES 54 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 129.24 FEET; THENCE SOUTH 72 DEGREES 46 MINUTES 44 SECONDS WEST ALONG AND UPON THE ON-RAMP TO THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION

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WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH ANOTHER 30-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 15 FEET ON EACH OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY LABELED POINT "B"; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 185.00 FEET, WITH A RADIUS OF 400.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 39 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 183.36 FEET; THENCE NORTH 86 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 93.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 101.98 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 73 DEGREES 01 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 99.74 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 28.00 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 98.60 FEET, WITH A RADIUS OF 100.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 24 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 94.65 FEET; THENCE NORTH 71 DEGREES 20 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 92.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 47.66 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 64 DEGREES 31 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 47.54 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 118.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 51.32 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 65 DEGREES 02 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 51.17 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 55.20 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 100.41 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 87 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 98.27 FEET; THENCE SOUTH 66 DEGREES 30 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 125.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 29.02 FEET, WITH A RADIUS OF 35.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 89 DEGREES 43 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 28.20 FEET; THENCE NORTH 65 DEGREES 58 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 11.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 40.10 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 88 DEGREES 57 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 39.03 FEET TO SAID POINT "C", ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN EASEMENT AGREEMENT RECORDED AS DOCUMENT 97716881 MADE BY AND BETWEEN FOSTER WHEELER MIDWEST, INC. AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AND ASSIGNED BY ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181985 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C. FOR THE SOLE PURPOSE TO CONSTRUCT, RECONSTRUCT, INSTALL, OPERATE, MAINTAIN, IMPROVE, REPAIR, RELOCATE, REPLACE AND REMOVE AN APPROXIMATE 24-INCH DIAMETER REINFORCED CONCRETE PIPE WITH APPURTENANCES, UNDER AND THROUGH A PORTION OF 41ST STREET AND A PART OF LOTS 76, 78, 80, 82, 84, 86 AND 88 DESCRIBED AS THE LEASED PREMISES ON EXHIBIT 'A' ATTACHED THERETO, TO PROVIDE DRAINAGE OF STORM WATER FROM LAND INTO THE CHICAGO SANITARY AND SHIP CANAL.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN EASEMENT AGREEMENT RECORDED AS DOCUMENT 97703421 MADE BY AND BETWEEN CANAL LAND CORP., FOSTER WHEELER MIDWEST, INC. AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND ASSIGNMENT OF EASEMENT RECORDED MARCH 8, 2001 AS DOCUMENT 0010181986 FROM ROBBINS RESOURCE RECOVERY PARTNERS, L.P. TO TOWN & COUNTRY TRANSFER, L.L.C., AS FOLLOWS:

A) FOR THE SOLE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE LAND OVER AND ACROSS A STRIP OF LAND 30 FEET WIDE AND 4900 FEET LONG ON WHICH IS LOCATED A PAVED

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ROAD KNOWN AS CANAL BANK ROAD AND OVER AN UNPAVED AREA 30 FEET WIDE AND 500 FEET LONG FOR THE CONSTRUCTION, RECONSTRUCTION, INSTALLATION, OPERATION, MAINTAINENCE, REPAIR, AND REMOVAL OF THE ACCESS IMPROVEMENTS DEFINED IN PARAGRAPH 4(B) OF SAID INSTRUMENT OVER AN AREA PARTICULARLY DESCRIBED ON EXHIBIT 'C' AND DEPICTED ON THE SURVEY ATTACHED AS EXHIBIT 'D', ATTACHED THERETO.

B) FOR THE SOLE PURPOSE TO CONSTRUCT, RECONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE A 12 INCH DIAMETER DUCTILE IRON WATER MAIN EXTENSION WITH APPURTENANCES, HAVING A WIDTH OF APPROXIMATELY 10 FEET AND A LENGTH EQUAL TO THE LENGTH OF THE ACCESS EASEMENT PREMISES, TO PROVIDE POTABLE WATER TO THE LAND DESCRIBED IN PARCEL 1 OVER AN AREA PARTICULARLY DESCRIBED ON EXHIBIT 'E' AND DEPICTED ON THE DRAWING ATTACHED AS EXHIBIT 'F' ATTACHED THERETO.

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EXHIBIT D

PERMITTED EXCEPTIONS

Taxes not yet due or payable.

MORTGAGE DATED MARCH 22, 2013 AND RECORDED APRIL 2, 2013 AS DOCUMENT 1309226043 MADE BY TOWN & COUNTRY TRANSFER, L.L.C. TO FIRST BANK & TRUST TO SECURE A NOTE FOR \$1,250,000.00

ASSIGNMENT OF RENTS RECORDED APRIL 2, 2013 AS DOCUMENT NO. 1309226044 MADE BY TOWN & COUNTRY TRANSFER, L.L.C. TO FIRST BANK & TRUST.

ESTOPPEL CERTIFICATE DATED AUGUST 13, 1990 AND RECORDED DECEMBER 26, 1990 AS DOCUMENT NO. 90622124 PROVIDED BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION.

(AFFECTS PARCEL 3 AND OTHER PROPERTY)

(A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCELS 2, 3, 4 AND 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

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

COVENANTS, RESTRICTIONS AND EASEMENTS RELATING TO CONSTRUCTION, REPAIR MAINTAINENCE AND OPERATION OF ADDITIONAL SLUDGE PIPES LINES, INTERCEPTING SEWERS, DRAINS, OUTLETS ELECTRIC TRANSMISSION LINES, CONDUITS, WATER AND GAS MAINS, AND SUCH OTHER STRUCTURES AS MAY BE NEEDED FOR THE CORPORATE PURPOSES OF THE GRANTOR INCLUDING LIMITATIONS ON LIABILITY UPON THE GRANTOR AS TO PERSONAL INJURY OR DAMAGE TO PROPERTY RELATED TO SAID ACTIVITIES AS WELL AS FUTURE 20 FOOT WIDE EASEMENTS ACROSS THE LAND AS CONTAINED IN THE DEED RECORDED JANUARY 5, 1953 AS DOCUMENT NO. 15518390, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

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TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS, AS SET FORTH IN AN AGREEMENT DATED MAY 8, 1958 AND RECORDED FEBRUARY 22, 1990 AS DOCUMENT 90084775, MADE BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, TO TEXAS EASTERN TRANSMISSION CORPORATION AND THE RIGHT OF ALL PERSONS CLAIMING THEREUNDER, GRANTING THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REMOVE 2 MAIN AND 3 SPUR ALL STEEL WELDED 14 INCH PIPELINES, INCLUDING ANY NECESSARY CONTROL VALVES AND APPURTENANCES, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UPON, UNDER AND ACROSS THE SUBJECT PROPERTY.

AMENDMENT TO AGREEMENT DATED JANUARY 29, 1970 AND RECORDED NOVEMBER 4, 1970 AS DOCUMENT 21308985.

DOCUMENT RECORDED FEBRUARY 22, 1990 AS DOCUMENT 90084776

BY INSTRUMENT RECORDED FEBRUARY 23, 1990 AS DOCUMENT 90086959, TEXAS EASTERN TRANSMISSION CORPORATION ASSIGNED ITS INTEREST IN THE PIPELINES AND EASEMENTS TO TEXAS EASTERN PRODUCTS PIPELINE COMPANY.

BY INSTRUMENT RECORDED MARCH 6, 1990 AS DOCUMENT 90099190, TEXAS EASTERN PRODUCTS PIPELINE COMPANY ASSIGNED ITS INTEREST IN THE PIPELINES AND EASEMENTS TO TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP.

(AFFECTS PART OF PARCELS 2 AND 3)

GRANT DATED FEBRUARY 7, 1955 AND RECORDED JUNE 27, 1960 AS DOCUMENT 17891999 MADE BY WATERWAY TERMINALS, INC., A CORPORATION OF ILLINOIS, TO STANDARD OIL COMPANY, A CORPORATION OF INDIANA, OF THE RIGHT, PRIVILEGE AND EASEMENT TO CONSTRUCT, RECONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN 8 INCH PIPELINE THROUGH THE LAND AND AS INDICATED ON A DIAGRAM ATTACHED TO SAID INSTRUMENT AND ENTITLED "EXHIBIT A", TOGETHER WITH THE COVENANTS AND CONDITIONS CONTAINED THEREIN.

(AFFECTS PARCEL 3)

GRANT DATED JUNE 10, 1954 AND RECORDED JUNE 27, 1960 AS DOCUMENT 17591996 MADE BY THE SANITARY DISTRICT OF CHICAGO, A MUNICIPAL CORPORATION, TO STANDARD OIL COMPANY, A CORPORATION OF INDIANA, OF THE PERPETUAL EASEMENT, RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REMOVE AN ALL STEEL WELDED 8 INCH PIPELINE, INCLUDING ANY NECESSARY CONTROL VALVES AND APPURTENANCES, FOR THE TRANSPORTATION OF OIL, GAS AND THE PRODUCTS THEREOF, UPON, UNDER AND ACROSS PORTIONS OF THE RIGHT OF WAY OWNED IN FEE BY SAID GRANTOR, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID PIPELINE, SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED THEREIN.

(AFFECTS PARCEL 3)

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PERMIT DATED OCTOBER 20, 1970 AND RECORDED FEBRUARY 11, 1971 AS DOCUMENT 21395316 MADE BY THE DEPARTMENT OF THE ARMY AND AUTHORIZING THE CONSTRUCTION OF 4 RETRACTABLE UNLOADING ARMS FOR THE PURPOSE OF UNLOADING OIL BARGES AT THE RIDGELAND STATION DOCK ON THE NORTH BANK OF THE CHICAGO SANITARY AND SHIP CANAL, MILE 315.

(AFFECTS THAT PART OF PARCEL 3 FALLING WITHIN LOTS 86 AND 88 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION)

GRANT OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, TO THE CITY OF CHICAGO, A HOME RULE UNIT, DATED JANUARY 16, 1975 AND RECORDED DECEMBER 15, 1976 AS DOCUMENT 23748703 OF AN EASEMENT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE AND REMOVE ITS NASHVILLE AVENUE SEWER SYSTEM INCLUDING PUMPING STATION AND OUTFALL AND APPURTENANCES UPON AND/OR ACROSS THE LAND AS DESCRIBED IN THE LEGAL DESCRIPTION MARKED AS "EXHIBIT A" AND AS DELINEATED ON THE PLAT MARKED "EXHIBIT B" ATTACHED THERETO

(AFFECTS THAT PART OF PARCEL 3 FALLING WITHIN LOTS 90 AND 92 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION)

GRANT MADE BY THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, TO BADGER PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED FEBRUARY 1, 1980 AND RECORDED AUGUST 8, 1980 AS DOCUMENT 25542283 OF AN EASEMENT FOR 25 YEARS BEGINNING OCTOBER 1, 1979 AND ENDING SEPTEMBER 30, 2004 TO MAINTAIN, OPERATE, REPAIR, AND REMOVE 2 ALL STEEL WELDED PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UPON, UNDER AND ACROSS PROPERTY OF THE GRANTOR AS SET FORTH THEREIN.

(AFFECTS PARCEL 3 AND OTHER PROPERTY)

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EASEMENT IN FAVOR OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS RESERVED IN DEED RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221872, FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING, REPLACING, AND MAINTAINING VARIOUS SIGNS, SIGNBOARDS, BILLBOARDS AND RELATED UTILITY LINES, EQUIPMENT, FACILITIES, IMPROVEMENTS AND OTHER APPURTENANCES, ALONG WITH THE RIGHT TO LOCATE UTILITY LINES OVER THE PROPERTY TO SERVE THE BILLBOARD EASEMENT AREAS AND WITH SUCH RIGHT OF INGRESS AND EGRESS OVER THE PROPERTY AS MAY BE REQUIRED FOR THE USE AND ENJOYMENT OF THE BILLBOARD EASEMENT AREAS, AND THE RIGHT TO COLLECT AND RECEIVE ALL RENTS, REVENUES, AND PROFITS RELATED TO SUCH SIGNS, SIGNBOARDS, BILLBOARDS AND RELATED UTILITY LINES, EQUIPMENT FACILITIES, IMPROVEMENTS AND OTHER APPURTENANCES.

(AFFECTS PARCEL 1)

EASEMENT IN FAVOR OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS RESERVED IN DEED RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221872, FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, INSPECTION, REPAIRING, REPLACING, AND OPERATING A PIPELINE FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM AND OTHER COMMODITIES, ALONG WITH SUCH VALVES, FITTINGS, METERS, AND OTHER EQUIPMENT, FACILITIES, IMPROVEMENTS AND RELATED APPURTENANCES AS ARE NECESSARY FOR SUCH OPERATIONS, WITH SUCH RIGHT OF INGRESS AND EGRESS OVER THE PROPERTY AS MAY BE REQUIRED FOR SUCH PURPOSES, AND THE RIGHT TO COLLECT AND RECEIVE ALL RENTS, REVENUES, AND PROFITS RELATED TO SUCH PIPELINE, EQUIPMENT, FACILITIES, IMPROVEMENTS, AND RELATED APPURTENANCES.

(AFFECTS PARCEL 1)

EASEMENT IN FAVOR OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS RESERVED IN DEED RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221872, FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE PROPERTY AND ANY ROADS AND PAVED AREAS CURRENTLY LOCATED THEREON, ALONG WITH THE RIGHT TO CONSTRUCT, MAINTAIN, REPLACE AND OPERATE SUCH ROADWAYS, ROADS, AND STREETS ON, OVER, AND ACROSS THE PROPERTY.

(AFFECTS PARCEL 1)

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 GRANTEE (FOSTER WHEELER ROBBINS, INC.) AND ITS SUCCESSORS AND ASSIGNS, GIVING ITS CONSENT IN CONNECTION WITH ANY EFFORTS WHICH GRANTOR (THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) OR ANY PARTY CLAIMING BY, THROUGH OR UNDER GRANTOR MAY WISH TO UNDERTAKE TO OBTAIN ACCESS OVER THE ROADWAY TO BE CONSTRUCTED AND MAINTAINED ON THE PROPERTY, CONTAINED IN THE DEED RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221872, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS PARCELS 1, 2 AND 3)

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THE FOLLOWING AS DISCLOSED BY SURVEY PREPARED MARCH 7, 1996, LAST REVISED FEBRUARY 7, 2001 PREPARED BY WOOLPERT NUMBER 58803-SV 108-001.

- 1) POSSIBLE ENCROACHMENT OF THE STOCKPILE LOCATED MAINLY ON PARCEL 1 ONTO PROPERTY SOUTH, EAST AND ADJOINING PARCEL 1.
- 2) POSSIBLE EASEMENTS ACROSS PARCELS 1 AND 3 AS EVIDENCED BY PIPELINES, OVERHEAD WIRES, POWER POLES, SANITARY MANHOLES, LIGHTS, STORM INLETS AND FIRE HYDRANT
- 3) ENCROACHMENT OF SIGNS ONTO LOT 88 OF PARCEL 3
- 4) ENCROACHMENT OF DUMPING STATION ONTO LOT 90 OF PARCEL 3

YOU ARE NOT INSURED AGAINST THE FORCED REMOVAL OF SAID STRUCTURE BECAUSE OF THIS ENCROACHMENT.

GRANT OF EASEMENT FROM THE SANITARY DISTRICT OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS TO BADGER PIPE LINE COMPANY, A DELAWARE CORPORATION, DATED SEPTEMBER 29, 1954 AND RECORDED JULY 22, 1953 AS DOCUMENT 16308844, FOR RIGHT-OF-WAY FOR PIPE LINE WITH RIGHT OF INGRESS AND EGRESS OVER PART OF THE LAND.

(AFFECTS PART OF PARCEL 3)

CLOSING AGREEMENT DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221877, BY AND BETWEEN THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION AND FOSTER WHEELER ROBBINS, INC., A DELAWARE CORPORATION.

ASSIGNMENT OF CLOSING AGREEMENT DATED FEBRUARY 28, 2001 AND RECORDED MARCH 8, 2001 AS DOCUMENT 0010181987.

THE FOLLOWING AS DISCLOSED BY ALTA STATEMENT DATED MARCH 8, 1996:

- 1) LICENSE DATED AUGUST 29, 1986 FROM LICENSOR TO UNIVERSAL OUTDOOR, INC. FOR AN ADVERTISING SIGN.
- 2) LICENSE DATED JUNE 20, 1986 FROM LICENSOR TO BEVERLY OUTDOOR ADVERTISING, INCORPORATED FOR AN ADVERTISING SIGN.
- 3) LICENSE DATED AUGUST 10, 1984 FROM LICENSOR TO CHICAGO BLOCK CO.