

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1420344067

Doc#: 1420344067 **Fee:** \$80.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/22/2014 02:53 PM Pg: 1 of 22

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 15-16-411-037-0000

Address:

Street: 1900 S. 25th Avenue

Street line 2:

City: Broadview

State: IL

ZIP Code: 60155

Lender: Bank of America, N.A.

Borrower: The Segerdahl Corp.

Loan / Mortgage Amount: \$64,987,507.56

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

Certificate number: 2F929F8F-A88F-42F8-B40C-A04429A0AAAD

Execution date: 07/14/2014

B of B Stewart / 1400031326

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Drawn By and Return To:

Barnes & Thornburg LLP
 One North Wacker Drive, Suite 4400
 Chicago, Illinois 60606
 Attn: Andrew R. Andreasik

STATE OF ILLINOIS

COUNTY OF COOK

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage") is made and entered into as of July 14, 2014, by and between THE SEGERDAHL CORP., an Illinois corporation, with an address of 1351 South Wheeling Road, Wheeling, Illinois 60090 (the "Mortgagor"), as mortgagor, and BANK OF AMERICA, N.A. (successor to LaSalle Bank National Association), a national banking association, its successors and assigns, in its capacity as Administrative Agent for the Secured Parties (as defined in the Credit Agreement (hereinafter defined)) and any other holder of the Secured Obligations (as defined in the Credit Agreement), with an address of 135 South LaSalle Street, Chicago, Illinois 60603 (in such capacity, together with any successors and permitted assigns, the "Agent"), as mortgagee.

RECITALS:

WHEREAS, Mortgagor, Segerdahl Graphics Incorporated, an Illinois corporation, Lenders, and Agent are parties to that certain Credit Agreement dated as of May 5, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement);

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

UNOFFICIAL COPY

WHEREAS, the Mortgagor is required to execute and deliver this Mortgage pursuant to the Credit Agreement.

W I T N E S S E T H:

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

(a) The real estate located in Cook, County, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Land"), and all of the Mortgagor's right, title and interest in and to rights appurtenant thereto, including easement rights; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures now or hereafter owned by the Mortgagor and located on or attached to and used in connection with the aforesaid Land and Improvements, subject to the Permitted Liens (collectively, the "Fixtures"), and all articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Land and Improvements, subject to the Permitted Liens (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereof), and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty, and all appurtenances to the Land (the "Appurtenances") and all proceeds and products of the Land, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Liens (as

UNOFFICIAL COPY

defined in the Credit Agreement), to the Agent to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should (a) the Indebtedness secured hereby be paid in full after all Commitments have expired or terminated and should the Borrowers and the Guarantors fully discharge their obligations secured hereby and satisfy the obligations in full or (b) the conditions set forth in the Credit Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and the Agent shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, the Mortgagor hereby irrevocably assigns to the Agent all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as defined in the Credit Agreement) shall exist, the Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence and during the continuance of an Event of Default) to collect, but not prior to accrual, all Rents and Profits. In the event, however, that the Mortgagor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, the Mortgagor does hereby assign to the Agent and grants to the Agent a security interest in all of the right, title and the interest of the Mortgagor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personalty") or any part thereof, and the Mortgagor agrees to execute and deliver to the Agent such additional instruments, in form and substance reasonably satisfactory to the Agent, as may hereafter be reasonably requested by the Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Agent any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Mortgagor as licensee, lessee or otherwise, to the extent that such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the

UNOFFICIAL COPY

extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. The Mortgagor hereby grants a security interest in (a) the balance of the Tangible Personalty, (b) the Fixtures, (c) the Rents and Profits and (d) the Intangible Personalty, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Agent, which security interest shall be subject and subordinate to the Permitted Liens. In that regard, the Mortgagor grants to the Agent all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Mortgagor and the Agent covenant, represent and agree as follows:

ARTICLE I

Indebtedness Secured

1.1 Indebtedness. The Agent and the Lenders have established Sixty Four Million Nine Hundred Eighty-Seven Thousand Five Hundred Seven and 56/100 Dollars (\$64,987,507.56) in senior secured credit facilities in favor of the Borrowers pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by the Borrowers and the other Loan Parties of (a) all Secured Obligations and (b) all obligations and liabilities incurred in connection with the collection and enforcement of the Secured Obligations (all of which whether now existing or hereafter arising, collectively, the "Indebtedness").

1.2 Future Advances. This Mortgage is given to secure the Indebtedness together with each advance of any Loan or any other extension of credit, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances or other extensions of credit that may subsequently be made to the Borrowers or any other Loan Party by the Lenders.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. The Mortgagor represents and warrants to the Agent (a) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances except for Permitted Liens, (b) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens and (c) that it will warrant and defend the title to such property except for Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the

UNOFFICIAL COPY

Intangible Personalty, the Mortgagor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Liens.

2.2 Additional Documents. The Mortgagor agrees to execute and deliver to the Agent, concurrently with the execution of this Mortgage and upon the reasonable request of the Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Mortgagor hereby authorizes the Agent to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the "UCC"), provided that Agent shall first provide Mortgagor with an opportunity to review and approve of all such statements, fixture filings, renewals, amendments, supplements or other instruments prior to the filing thereof, which approval shall not be unreasonably withheld, conditioned, qualified, or delayed.

2.3 Insurance Proceeds. The Mortgagor assigns to the Agent any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Mortgagor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises. To the extent such proceeds are applied to the repayment of the balance due under the Loan Documents, if such proceeds exceed the balance due under the Secured Obligations, any such excess shall be repaid to the Mortgagor.

2.4 Eminent Domain. Subject to the provisions of the Credit Agreement, the Mortgagor assigns to the Agent any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Mortgagor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth herein and in the Credit Agreement. If such proceeds exceed the balance due under the Secured Obligations, any such excess shall be repaid to the Mortgagor. The Mortgagor agrees to execute such further reasonable assignments and agreements as may be reasonably required by the Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Mortgagor shall use commercially reasonable efforts to promptly notify the Agent of such requirements or commencement of proceeding (for demolition, condemnation or other taking) following Mortgagor's receipt of written notice thereof. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect and retain any such proceeds or awards.

UNOFFICIAL COPY

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

2.6 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures, Tangible Personalty and Intangible Personalty. In furtherance thereof, in order to secure the payment of the Indebtedness, the Mortgagor hereby grants to the Agent a security interest in all of the Mortgagor's right, title and interest in all Fixtures, Tangible Personalty and Intangible Personalty in compliance with the provisions of the UCC. The Mortgagor hereby authorizes the Agent to file financing statements in any jurisdiction and with any filing office that the Agent may determine, in its reasonable discretion, is necessary or advisable to perfect the security interests granted herein, provided that the Agent first provides Mortgagor with the opportunity to review and approve of financing statements prior to filing, which approval shall not be unreasonably withheld, conditioned, qualified, or delayed. Such financing statements may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the debtor that are or are to become fixtures located on the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein, (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at the Agent's sole election. The Mortgagor and the Agent agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Mortgagor and the Agent that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (A) any such item is physically attached to the improvements, (B) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (C) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (x) the proceeds of any fire or hazard insurance policy or (y) any award in eminent domain proceedings for a taking or for loss of value or (z) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagor or the Agent as determined by this instrument

UNOFFICIAL COPY

or impugning the priority of the Agent's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Agent in the event any court shall at any time hold with respect to the foregoing (x) or (y) or (z), that notice of the Agent's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Credit Agreement, the Credit Agreement shall govern.

(b) The Mortgagor warrants that the name and address of the "Debtor" (which is the Mortgagor), are as set forth in the preamble to this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Mortgagor warrants that the Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. Mortgagor's organizational number is 35-804072.

ARTICLE III

Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement.

ARTICLE IV

Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, may be accelerated by the Agent in accordance with the terms of the Credit Agreement. Upon such acceleration, the Agent may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. The Mortgagor hereby waives any statutory right of redemption in connection with such foreclosure proceeding.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

ARTICLE V

Additional Rights and Remedies of the Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Agent, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence, willful misconduct or unlawful conduct as determined by a court of competent jurisdiction by final and nonappealable judgment, may do or cause to be done any or all of the following

UNOFFICIAL COPY

to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and reasonable charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (d) take such steps to reasonably protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if the Agent were equitable owner of the Premises. Any reasonable amounts expended by the Agent pursuant to this Section 5.1, together with interest thereon at the rate of interest set forth in Section 4.1 of the Credit Agreement, shall be secured hereby. The Mortgagor also agrees that any of the foregoing rights and remedies of the Agent may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Agent may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full, whichever occurs first.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, the Agent shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all reasonable expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All reasonable costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, the Agent shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of this Mortgage to the Agent to the fullest extent permitted by law.

UNOFFICIAL COPY

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

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

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

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

ARTICLE VI

General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to

UNOFFICIAL COPY

include their heirs, successors and permitted assigns. The term "Agent" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.2 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Mortgage shall be governed by the terms of the Credit Agreement.

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

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

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

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

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

6.8 WRITTEN AGREEMENT.

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

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

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES

UNOFFICIAL COPY

AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(d) MORTGAGOR EXPRESSLY AGREES THAT FOR PURPOSES OF THIS MORTGAGE AND EACH AND EVERY OTHER LOAN DOCUMENT: (I) THIS MORTGAGE AND EACH AND EVERY OTHER LOAN DOCUMENT SHALL BE A "CREDIT AGREEMENT" UNDER THE ILLINOIS CREDIT AGREEMENT ACT, 815 ILCS 160/1, ET SEQ. (THE "CREDIT AGREEMENT ACT"); (II) THE CREDIT AGREEMENT ACT APPLIES TO THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF THIS MORTGAGE AND EACH AND EVERY OTHER LOAN DOCUMENT; AND (III) ANY ACTION ON OR IN ANY WAY RELATED TO THIS MORTGAGE AND EACH AND EVERY OTHER LOAN DOCUMENT SHALL BE GOVERNED BY THE CREDIT AGREEMENT ACT.

6.9 WAIVER OF JURY TRIAL. THE AGENT AND THE MORTGAGOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THE AGENT AND THE MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE AGENT AND THE MORTGAGOR (a) CERTIFY THAT NO REPRESENTATIVE, THE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGE THAT THEY HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.10 Request for Notice. The Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor at the address specified in the introductory paragraph on the first page of this Mortgage.

6.11 State Specific Provisions. In the event of any inconsistencies between this Section 6.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.11 shall control and be binding. With respect to the Premises which are located in the State of Illinois, notwithstanding anything contained herein to the contrary:

(a) Compliance with Local Law. In the event that any provision of this Mortgage shall be inconsistent with the provisions of this Section 6.11 or with any provisions of applicable laws relating to mortgage foreclosures (collectively, "Local Law Provisions"), the Local Law Provisions shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this

UNOFFICIAL COPY

Mortgage that can be construed in a manner consistent with the Local Law Provisions. Mortgagor and Agent shall have the benefit of all of the Local Law Provisions, including all amendments thereto which may become effective from time to time after the date hereof. In the event any Local Law Provision that 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. If any provision of this Mortgage shall grant to Agent any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Local Law Provisions in the absence of said provision, Agent shall be vested with the rights granted in the Local Law Provisions to the full extent permitted by applicable law.

(b) Maximum Amount Secured Hereby. The indebtedness evidenced by the Credit Agreement and the other Loan Documents and secured hereby shall in no event exceed an amount equal to One Hundred Twenty-Nine Million Nine Hundred Seventy-Five Thousand Sixteen and no/100 (\$129,975,016.00).

(c) Waiver of Statutory Rights. Mortgagor hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Mortgage pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. ("IMFL"), on behalf of itself and all those taking by, through or under Mortgagor. Mortgagor further agrees, to the fullest extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time, except pursuant to a good faith challenge, 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 Security Instrument or the absolute sale of the Premises 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 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 Premises 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 Premises as an entirety. If any law now or hereafter in force referred to in this paragraph of which Mortgagor or Mortgagor's 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 Premises subsequent to the date of this Mortgage: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and (b), to the extent permitted by applicable law, 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 Premises, showing the amount paid therefor, or if purchased by the person

UNOFFICIAL COPY

in whose favor the order or decree is entered, the amount of his bid therefor. Mortgagor acknowledges that the Premises does not constitute "agricultural real estate," as such term is defined in Section 15-1201 of IMFL or "residential real estate," as such term is defined in Section 15-1219 of IMFL.

(d) Illinois Collateral Protection Act. The following notice is provided pursuant to paragraph (3) of Section 180/10 of Chapter 815 of the Illinois Compiled Statutes (1998):

As used herein, "you" means the Mortgagor and "us" or "we" means the Agent and any Lenders: Unless you provide evidence of the insurance coverage required by the Credit Agreement, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by the Credit Agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other reasonable charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance, provided any insurance placed by us shall not be greater than or otherwise in excess of the insurance you are required to maintain pursuant to the terms set forth in the Credit Agreement. The costs of said insurance may be added to your total outstanding balance or obligation. The costs of said insurance may be more than the cost of insurance you may be able to obtain on your own.

(e) Revolving Credit. This Mortgage secures, among other obligations which comprise the Indebtedness, the Loan Documents which evidence loans and advances made or to be made by Agent and any Lenders to Mortgagor from time to time, the aggregate principal amount of which shall not exceed at any one time a maximum amount of \$64,987,507.56 plus interest thereon as provided in the Credit Agreement, and any disbursements made for the payment of taxes, special assessments or insurance on the Premises or any other amounts advanced or made by Agent or any Lenders, with interest on such disbursements. Such loans or advances constitute "revolving credit" as defined in 205 ILCS 5/5d. All future advances made by Agent or any Lender for the benefit of Mortgagor from time to time under this Mortgage or the other Loan Documents and whether or not such advances are obligatory or are made at the option of Agent or any Lenders, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the full amount of the Indebtedness over all subsequent liens and

UNOFFICIAL COPY

encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law.

(f) Mortgagee In Possession. In addition to any provision of this Mortgage authorizing Agent to take or be placed in possession of the Premises, or for the appointment of a receiver, Agent shall have the right, in accordance with Sections 15-1701 and 15-1702 of IMFL, to be placed in possession of the Premises 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 powers, immunities, and duties as provided for in Sections 15-1703 and 15-1704 of IMFL.

(g) Use of Loan Proceeds. Mortgagor covenants and agrees to its actual knowledge, that all of the proceeds of the Loan secured by this Mortgage will be used solely for the purposes set forth in Section 10.6 of the Credit Agreement, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01 et seq., including Section 4(1)(c) thereof, and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof.

(h) Compliance with Foreclosure Laws.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the IMFL, the provisions of the IMFL shall take precedence over the inconsistent 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 IMFL.

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

(c) Without limiting the generality of the foregoing, all reasonable expenses incurred by Agent or any Lenders to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether specifically enumerated elsewhere in this Mortgage, shall be added to the Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the rate of interest payable pursuant to Section 4.1 of the Credit Agreement following an Event of Default under the Credit Agreement until paid or shall be included in the judgment of foreclosure.

(i) Protective Advances. All advances, disbursements and expenditures made or incurred by Agent or any Lenders in connection with the Premises before and during a foreclosure thereof, and before and after judgment of foreclosure thereon, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this

UNOFFICIAL COPY

Mortgage, the other Loan Documents or by the IMFL (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the IMFL, including, without limitation, those provisions of the IMFL herein below referred to:

(i) all advances by Agent or any Lenders in accordance with the terms of this Mortgage or the other Loan Documents to: (1) preserve, maintain, repair, restore or rebuild the improvements upon the Premises; (2) preserve the lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the IMFL;

(ii) payments by Agent or any Lenders of (1) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance (provided that nothing in this Section 6.11(i) shall be construed as authorizing the existence of any senior mortgage or other prior lien or encumbrance); (2) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the IMFL;

(iii) advances by Agent or any Lenders in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens (provided that nothing in this Section 6.11(i) shall be construed as authorizing the existence of any senior mortgage or other prior lien);

(iv) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d) and 15-1510 of the IMFL; (2) in connection with any action, suit or proceeding brought by or against Agent for the enforcement of this Mortgage or arising from the interest of Agent hereunder; or (3) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Premises;

(v) Agent or any Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the IMFL;

(vi) expenses deductible from proceeds of sales referred to in Section 15-1512(a) and (b) of the IMFL; and

(vii) reasonable expenses incurred and expenditures made by Agent or any Lenders for any one or more of the following: (1) reasonable premiums for casualty and liability insurance paid by Agent or any Lenders whether or not Agent or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by Section 15-1704(c)(1) of the IMFL; (2) repair or restoration of damage or destruction in excess of

UNOFFICIAL COPY

available insurance proceeds or condemnation awards; (3) payments reasonably deemed by Agent or any Lenders to be required for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; and (4) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises.

All Protective Advances shall be so much additional Indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable pursuant to Section 4.1 of the Credit Agreement following an Event of Default under the Credit Agreement.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMFL.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the IMFL, apply to and be included in:

- (A) any determination of the amount of the Indebtedness at any time;
- (B) the Indebtedness found due and owing to Agent or any Lenders in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (C) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the IMFL;
- (D) application of income in the hands of any receiver or mortgagee in possession; and
- (E) computation of any deficiency judgment pursuant to Sections 15-1508(b)(2), 15-1508(e) and 15-1511 of the IMFL.
- (j) Foreclosure Expense; Application of Proceeds.

(1) In any suit to foreclose the lien hereof or enforce any other remedy of the Agent under this Mortgage, the Credit Agreement or any other Loan Documents, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Agent or any Lenders, including, without limitation for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be reasonably estimated as to items to be expended after entry of the decree) of procuring all such abstracts of

UNOFFICIAL COPY

title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as may be permitted pursuant to applicable law or as the Agent may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All reasonable expenditures and expenses of the nature in this Section mentioned, and such reasonable expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Agent or any Lenders in any litigation or proceeding affecting this Mortgage, the Credit Agreement or any other Loan Document or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be so much additional indebtedness secured by this Mortgage.

(2) Notwithstanding anything contained in this Mortgage to the contrary, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with Section 15-1512 of the IMFL in the following order of priority: first, on account of all reasonable costs and expenses incident to the foreclosure proceedings or such other remedy, including all such items as are mentioned in Section 6.11(j)(1) hereof; second, on account of all reasonable costs and expenses in connection with securing possession of the Premises prior to such foreclosure sale, and the reasonable costs and expenses incurred by or on behalf of Agent or any Lenders in connection with holding, maintaining and preparing the Premises for sale; third, in satisfaction of all claims in the order of priority adjudicated in the order of priority adjudicated in the foreclosure judgment or order confirming sale; and fourth, any remainder in accordance with the order of court adjudicating the foreclosure proceeding.

(k) In Rem Proceedings. Mortgage foreclosures and other In Rem proceedings against Mortgagor may be brought in the applicable county in Illinois in which the Premises is located or any federal court of competent jurisdiction in Illinois.

(l) Variable Rate; Additional Interest. This Mortgage secures the full and timely payment and performance of the Indebtedness, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Credit Agreement.

(m) Statement of Maturity and Interest Rate. The Indebtedness secured by this Mortgage is fully due and payable on April 30, 2015, which date may be amended or extended from time to time. The Credit Agreement provides for an interest rate payable on the Indebtedness at a rate which varies from time to time, including after an adjustment as permitted by the Credit Agreement or after a default under the Credit Agreement or an Event of Default.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

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

MORTGAGOR:

THE SEGERDAHL CORP.,
an Illinois corporation

By: M.A. Bradshaw
Name: m.A. Bradshaw
Title: CFO

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that M.A BRODSHAW, the CFO of The Segerdahl Corp., 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 2014.



Sharon G. Follmer
Notary Public

My Commission Expires:
July 6, 2017

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 36, BOTH INCLUSIVE IN BLOCK 4, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11 AND 36 AND THE EAST LINE OF SAID LOT 11 PRODUCED NORTH TO THE SOUTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AFORESAID, IN SAID BLOCK 4 PRODUCED WEST TO THE SOUTHEAST CORNER OF SAID LOT 11 IN SAID BLOCK AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 1 AFORESAID, IN SAID BLOCK 4, PRODUCED WEST TO THE NORTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4 AND ALL OF THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 23, BOTH INCLUSIVE, IN SAID BLOCK 4, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 24 TO 36, BOTH INCLUSIVE, IN SAID BLOCK 4 LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 11 IN BLOCK 4 PRODUCED NORTH TO THE SOUTHEAST CORNER OF LOT 36 IN BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED NORTH TO THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK 4, ALL IN SHEKLETON BROS. 25TH AVENUE & HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818; ALSO THE NORTH HALF OF THAT PART OF POLK STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 23, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST TO THE SOUTHEAST CORNER OF LOT 11, ALL IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4, PRODUCED SOUTH AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 10 IN SAID BLOCK 4, PRODUCED SOUTH IN SAID SHEKLETON BROS. 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 5, TOGETHER WITH THE EAST HALF OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOT 1 TO 10, BOTH INCLUSIVE, THE WEST HALF OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST AND ADJOINING LOTS 11 AND 36 AND THE EAST LINE OF LOT 11 EXTENDED NORTH TO THE SOUTHEAST CORNER OF LOT 36; THENCE NORTH HALF OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOT 24 TO 36, BOTH INCLUSIVE; THE SOUTH HALF OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING LOTS 11 TO 23, BOTH INCLUSIVE, THE SOUTH HALF OF THE VACATED POLK STREET LYING NORTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE, AND LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 36, ALL IN BLOCK 5 IN SHEKLETON BROS. 25TH AVENUE &

UNOFFICIAL COPY

HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818, IN COOK COUNTY, ILLINOIS.

PINs: 15-16-411-037-0000 and 15-16-412-001-0000 THRU -036, inclusive

Property Address: 1900 South 25th Avenue, Broadview, Illinois 60155

Property of Cook County Clerk's Office

CHDS01 918067v3

CHAR1\1206449v1
Error! Unknown document property name.
3142241v4/23327-0039