

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1536219096 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/28/2015 02:47 PM Pg: 1 of 38

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 10-30-107-026-0000

Address:

Street: 7801 NORTH WAUKEGAN ROAD

Street line 2:

City: NILES

State: IL

ZIP Code: 60714

Lender: LIFE INSURANCE COMPANY OF THE SOUTHWEST

Borrower: FW IL-CIVIC CENTER PLAZA, LLC

Loan / Mortgage Amount: \$22,000,000.00

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

FIDELITY NATIONAL TITLE 0999012363
12/5

Certificate number: D420F5E2-3538-4472-8C94-469B484B1F64

Execution date: 12/11/2015

CCRD REVIEWER

UNOFFICIAL COPY

①

Property of Cook County Clerk's Office

[SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

C:\Users\FVT Lenovo\Google Drive\FVT Files\DNL Work\Loan Documents - Civic Center\Mortgage - CivicCenter 12-9 clean final.docx

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

FROM

FW IL-CIVIC CENTER PLAZA, LLC

TO

LIFE INSURANCE COMPANY OF THE SOUTHWEST

DECEMBER 11, 2015

*Recording requested by and
after recording please return to:*

Law Offices of F. J. von Turkovich, PC
One National Life Drive, M-230
Montpelier, VT 05604

After Recording Return To:
Commonwealth Land Title Insurance Co.
T. Vaillant 15-001875
1620 L Street, NW, 4th Floor
Washington, DC 20036

LSW

UNOFFICIAL COPY

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS AND RULES OF CONSTRUCTION.....	6
1.1 Definitions	6
1.2 Construction and Interpretation	6
ARTICLE 2. LOAN INFORMATION.....	6
ARTICLE 3. COVENANTS AND AGREEMENTS OF BORROWER	7
3.1 Warranty of Title.....	7
3.2 Reserved.....	7
3.3 Restrictions on Transfer and Encumbrance	7
3.4 Other Covenants and Agreements	8
ARTICLE 4. ASSIGNMENT OF LEASES AND RENTS.....	8
4.1 Assignment of Leases and Rents	8
ARTICLE 5. SECURITY AGREEMENT.....	8
5.1 Creation of Security Interest	8
5.2 Names and Addresses of Parties	9
5.3 Fixture Filing	9
5.4 Other Financing Statements.....	9
5.5 Further Assurances.....	9
5.6 Power of Attorney.....	9
ARTICLE 6. REMEDIES UPON DEFAULT.....	10
6.1 Acceleration upon Event of Default and Available Remedies	10
6.2 Foreclosure and Other Actions by Lender	11
6.3 Power of Sale	12
6.4 Waiver of Redemption.....	12
6.5 Right of Possession upon Event of Default	12
6.6 No Impairment of Obligations	14
6.7 Recovery of Expenses by Lender	15
6.8 Expenses during Redemption Period.....	15
ARTICLE 7. GENERAL PROVISIONS.....	15
7.1 Governing Law	15
7.2 Notice.....	15
7.3 Additional Security	16
7.4 Actions to Protect Property.....	16
7.5 Proof of Claim	16
7.6 Survival of Representations and Warranties.....	16
7.7 Severability of Provisions	16
7.8 Invalidity of Lien	17
7.9 Subrogation.....	17
7.10 Merger; Construction Against.....	17
7.11 Future Advances	17
7.12 Prejudgment Remedies	17

UNOFFICIAL COPY

Mortgage
Table of Contents
Page 2

7.13 Joint and Several Obligations 17
7.14 Time of Essence 18
7.15 Effective Date 18

EXHIBIT A DESCRIPTION OF THE LAND 1

EXHIBIT B PERMITTED EXCEPTIONS 1

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

NLIC LOAN NO. 329731

This OPEN END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**") is granted this 11th day of December, 2015, by FW IL-CIVIC CENTER PLAZA, LLC, a Delaware limited liability company ("**Borrower**"), with offices at and mailing address of One Independent Drive, Suite 114, Jacksonville, Florida 32202, as Trustor/Grantor;

to

LIFE INSURANCE COMPANY OF THE SOUTHWEST, a Texas corporation ("**Lender**") with offices at and mailing address of One National Life Drive, Montpelier, VT 05604, as Beneficiary/Mortgagee

RECITALS

This Mortgage is made to secure Lender's rights, remedies, benefits and privileges under the documents and agreements ("**Loan Documents**") pertaining to that certain Loan from Lender to Borrower in the original principal amount of TWENTY-TWO MILLION DOLLARS (\$22,000,000) ("**Loan**"), but specifically excluding therefrom the obligations arising under the Environmental Indemnity Agreement and any Guaranty in favor of Lender pertaining to the Loan. The Loan has been advanced pursuant to the Loan Agreement of near or even date herewith between Lender and Borrower, is evidenced by, among other things, Borrower's Promissory Note to Lender of near or even date herewith ("**Note**"), and is secured by, among other things, this Mortgage and the Assignment of Rents of near or even date herewith from Borrower to Lender. This Mortgage creates a valid first lien on Borrower's interests in the Real Property, the Leases and the Rents, and a valid first lien security interest in the Personal Property, all as more specifically stated below.

GRANT

For and in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower has granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does hereby mortgage and warrant, grant, convey, bargain, sell, alien, enfeoff, release and confirm unto Lender, WITH POWER OF SALE (to the extent permitted by law), all of Borrower's right, title and interest in and to that certain real property, commonly known as:

Civic Center Plaza
7801 North Waukegan Road
Niles, Cook County, Illinois

LSW

UNOFFICIAL COPY

Mortgage
Page 2

as more particularly described in **Exhibit A** attached hereto and made a part hereof, and all of the rights, title, benefits and entitlements including any leasehold, subleasehold, or ground lease interest in, and any option to purchase such real property ("**Land**").

TOGETHER WITH all right, title and interest of Borrower, now owned or hereafter acquired, in and to any and all tenements, hereditaments and appurtenances belonging or in any way appertaining to the Land, including: utilities, sewer rights, water courses, water rights and powers, streets, ways, roads, avenues, alleys, rights of way, or passages, easements; vaults, strips or gores, air rights, parking areas, parking rights and agreements, common areas, public places; other facilities (public or private, opened or proposed) located adjacent to or adjoining the Land; leasehold estates; covenants now existing or hereafter created for the benefit of the Land or for the benefit of Borrower or any subsequent owner or tenant of the Land; development agreements, reciprocal rights agreements and all other rights, liberties and privileges of any kind or character existing for the benefit of the Land or any part thereof, and any after-acquired title or reversion in and to any of the same; and all rights to enforce the maintenance thereof ("**Appurtenances**");

TOGETHER WITH all right, title and interest of Borrower in and to any and all buildings, site improvements, landscaping and other improvements now or hereafter erected on the Land, and the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements ("**Improvements**") (the Land, Appurtenances and Improvements are collectively referred to as the "**Real Property**");

TOGETHER WITH all right, title and interest of Borrower in and to all leasehold estates, space leases, ground leases, tenancies, subleases, licenses, concessions, franchises or other occupancy agreements in respect of the Real Property, and all amendments to and extensions of, any of the same, now existing or hereafter entered into, and all rights, and interests of Borrower in any guaranty of a tenant's obligations, all cash or security deposits, advance rentals, and other deposits or payments, income, issues and profits, and all other rights under existing and future leases and other tenancies of the said Real Property or Improvements of any portion thereof ("**Leases**");

TOGETHER WITH all right, title and interest of Borrower in and to all existing and future rents, issues, profits, royalties, income, reimbursements, reversions, remainders, security deposits, all other deposits, and all other benefits derived from the Real Property ("**Rents**" or "**Rent**");

TOGETHER WITH all right, title and interest of Borrower in and to all materials intended for construction, reconstruction, alteration and repair of the Improvements ("**Construction and Repair Materials**") all of which materials shall be deemed to be included within the Collateral;

TOGETHER WITH all right, title and interest of Borrower in and to all goods, inventory, equipment, machinery, furniture, fixtures and other articles of tangible personal property of every kind and nature, now or hereafter located in, on or about the Real Property, and used or usable in connection with the present or future operation of the Real Property, whether or not the

LSW

UNOFFICIAL COPY

Mortgage
Page 3

same are or will be attached to said Real Property in any manner, including all elements of landscaping; all elements of the exterior and interior decor of the Improvements (including works of art); all goods; tools, machinery; equipment; apparatus; fittings; motors; radiators; fans; blowers; exterior awnings; draperies and drapery rods, brackets and associated hardware, interior awnings, venetian blinds, curtains; shades and other window coverings; screens; storm windows and doors; wall safes; rugs, carpeting and other floor coverings; air conditioners; window and structural cleaning rigs; entertainment and recreational equipment and accessories (including exercise equipment and accessories); stoves; refrigerators and refrigeration systems; dishwashers; freezers; disposal units; range hoods; appliances and cooking, preparation and serving equipment of every nature; all laundry equipment; signs and all signage systems; all heating, ventilating and air conditioning equipment; all power and lighting fixtures and equipment, including chandeliers and lamps; all fire prevention and extinguishing equipment; all plumbing, incinerating, and sprinkler equipment and fixtures; all elevators and escalators; all communication and electronic monitoring equipment (including all types of alarm systems); all items of indoor or outdoor furniture and other furnishings; parking ticket dispensing and validation equipment; cash registers; time clocks; equipment used in connection with maintenance, exclusion of vermin or insects, and removal of dust, refuse or garbage; maintenance, janitorial and other supplies; Borrower's books and records with respect to the Property; meaning hereby to include all property used or useful in the operation, maintenance and protection of the Property and all renewals or replacements thereof or articles in substitution therefor, including insurance proceeds and, furthermore, intending to include equipment and facilities of all kinds which constitute fixtures under Laws of the State as the same may be amended, and all replacements and substitutions herefor ("**FF&E**");

TOGETHER WITH all right, title and interest of Borrower in and to (i) all policies of insurance, and all rights of owner and insured under those policies including, without limitation, the right to assign ownership, the right to designate the insured, the right to receive refunds of premiums in the event of overpayment or cancellation, and the right to demand, collect, receive and give receipt for all proceeds of every nature; (ii) all policies of insurance provided by any tenant in connection with such tenant's occupancy of premises at the Property; (iii) except as otherwise specifically set forth herein or in any of the other Loan Documents, all insurance payments and proceeds heretofore paid and hereafter to be paid by reason of any loss of income from the Real Property, including, but not limited to, any use or occupancy loss, business interruption or interruption of rental payments under any lease, prepaid premiums or unearned premiums, accrued or accruing; (iv) all compensation or other payments accruing for the benefit of Borrower or the Property under any casualty or title insurance policy; (v) all proceeds and payments received or receivable from any third party as a result of any casualty or damage to the Property; (vi) all proceeds of the sale or disposition of the Property or the conversion, voluntary or involuntary, of any of the Property into cash or liquidated claims; and (vii) all awards, compensation, damages, rights of action and other payments or relief accruing for the benefit of Borrower or the Property from any Governmental Authority for any reason, including by way of example, but not limitation, Condemnation, eminent domain, awards resulting from a change of grade of streets, severance damages of the whole or any part of the Real Property, and, with respect to all of the foregoing, by any proceeding or purchase in lieu thereof, together with any consequential damages resulting therefrom ("**Proceeds**");

LSW

UNOFFICIAL COPY

Mortgage
Page 4

TOGETHER WITH all right, title and interest of Borrower in and to all licenses, franchises, certifications, authorizations, approvals and permits of every nature that are useful in any way in the operation of the Real Property and the Improvements, issued or approved by any Governmental Authority or other person, including, without implied limitation, certificates of occupancy, occupancy permits, building permits, sign permits, environmental permits, elevator permits, machinery permits, business licenses, ingress and egress permits, all amounts paid for the use and occupancy of the Real Property herein described, governmental awards, credits, refunds, rebates, zoning credits, refunds are rebates under environmental laws, impact fee credits, and all proceeds thereof ("**Permits**");

TOGETHER WITH all right, title and interest of Borrower in and to all claims and causes of action which may now or hereafter exist on account of physical damage to the Real Property or the Improvements or injury to business operations, or otherwise, such causes of action that relate to the use, operation, maintenance, occupancy or enjoyment of the Real Property or Improvements, together with the right to bring suit upon any such claim, to effect settlements, and to collect the proceeds, including any consequential damages, resulting therefrom ("**Claims**");

TOGETHER WITH all right, title and interest of Borrower in and to: (a) any tenants in common agreement, including, but not limited to, any rights of first refusal or purchase options of interests in Borrower or the Property; (b) contracts, subcontracts, payment and performance bonds; (c) service, maintenance, operating, repair and other contract rights and commitments; (d) licenses, permits, designs, surveys, plans and specifications; (e) management, and other agreements now or hereafter existing; (f) equipment leases, conditional sale contracts and all rights and options of Borrower thereunder, including, without implied limitation, the right to renew or extend the term of any such contract or to purchase the leased equipment; and (g) guaranties and warranties and other assurances of performance, (h) agreements with contractors, materialmen, laborers, managers and other persons providing for the construction, renovation or installation of all or portions of the Improvements, together with all payment and/or performance bonds, insurance policies, certificates and other assurances relating thereto; (i) agreements with architects and engineers for design and supervision services; (j) agreements with all other contractors, engineers, architects, property managers, brokers, professionals and consultants entered into by Borrower or any predecessor in title to Borrower relating to the Real Property or the Improvements; (k) utility contracts; (l) the right, at Lender's election, to assume any contracts for the sale or financing of the Real Property; and (m) all modifications and amendments and replacements of all of the above ("**Contracts**");

TOGETHER WITH all right, title and interest of Borrower in and to: all deposit accounts; security and other deposits (including tenants' security deposits); utility security deposit accounts and other accounts established as security for the fulfillment of any obligation of Borrower or affiliate of Borrower in connection with the Real Property; funds (including funds received for the use of parking spaces); instruments; accounts receivable; documents and general intangibles arising out of or used in connection with the operation of the Property; and all notes and chattel paper arising from or by virtue of any transaction related to the Property, and in and to all reserve or escrow funds or accounts now or hereafter established pursuant to the Loan Documents ("**Accounts**");

LSW

UNOFFICIAL COPY

Mortgage

Page 5

TOGETHER WITH all right, title and interest of Borrower in and to: (a) all trade names, royalties, trademarks, servicemarks, logos, copyrights, goodwill, books and records, and all other general intangibles specific to or used in connection with the operation of the Property and all right, title and interest of Borrower in and to all refunds, rebates or credits in connection with a reduction in, abatement or deferral of or other agreement changing any Impositions; (b) guaranties and warranties; and (c) all intangible personal property used or useable in the construction, renovation, ownership, management, marketing or operation of the Real Property and improvements herein described or any part thereof and all replacements, additions or accessions thereto, including without implied limitation, Borrower's right, title and interest in all goodwill, logos, designs, trade names, trademarks, service marks, copyrights, marketing and advertising materials, books and records and general intangibles (in all record formats, paper and electronic), option rights, licenses, purchase contracts, financing contracts, accounts, contract rights, instruments, chattel paper and other rights of Borrower for payment of money for property sold or lent, for services rendered, for money lent or for advances or deposits made, and any other intangible property of Borrower related to the Real Property or the Improvements ("**Intangibles**");

TOGETHER WITH all right, title and interest of Borrower in and to surveys, plans, specifications, designs, drawings, and materials prepared for any construction on the Real Property ("**Plans**");

TOGETHER WITH all right, title and interest of Borrower in and to all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock or permits evidencing the same ("**Water Rights**");

TOGETHER WITH all right, title and interest of Borrower in and to all oil, gas, mineral rights and all other rights and interests of every nature related thereto now or hereafter appurtenant to the said Real Property ("**Mineral Rights**");

The Construction and Repair Materials, FF&E, Proceeds, Permits, Claims, Contracts, Accounts, Intangibles, Plans, Water Rights, Mineral Rights, together with all right, title and interest of Borrower in and to all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to any such items are collectively referred to as the "**Personal Property**."

All of the above mentioned Real Property, Leases, Rents and Personal Property, and the balance of the entire estate, property and interest hereby conveyed for the benefit of Lender are collectively referred to as the "**Property**."

FOR THE PURPOSE OF SECURING:

a. Payment of the Indebtedness (including, but not limited to, all principal of, and interest on, the Loan) evidenced by the Note, and any and all modifications, extensions and renewals thereof, including Indebtedness arising as a result of Advances made in the future, including all Advances by Lender to protect the Property or its interests therein as permitted

LSW

UNOFFICIAL COPY

Mortgage
Page 6

under the Loan Documents or as authorized under the Laws of the State, which Indebtedness Borrower hereby covenants and agrees to pay.

b. Payment and performance of all Obligations of Borrower under this Mortgage or under the other Loan Documents.

c. Payment of all other sums, with interest thereon, which may be loaned to Borrower, or its successors or assigns, by Lender.

TO HAVE AND TO HOLD the Property unto Lender and its successors and assigns, to their own use and behoof forever.

PROVIDED ALWAYS, and this Mortgage is upon the express condition that, if Borrower pays to Lender the Indebtedness, at the times and in the manner specified in the Note, without deduction, fraud or delay, and Borrower performs and complies with all of the Obligations contained herein and in the other Loan Documents, then this Mortgage and the estate hereby granted will cease and become void.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions

The definition for any terms with initial capital letters used in this Agreement but not otherwise defined herein shall be defined as set forth in the Glossary contained in the Loan Agreement between Borrower and Lender pertaining to the Loan or as otherwise defined in any of the other Loan Documents.

1.2 Construction and Interpretation

The provisions of the Loan Agreement with respect to construction and interpretation of the Loan Documents are incorporated herein by reference.

ARTICLE 2. LOAN INFORMATION

The following information is presented in connection with the Loan. Contact Borrower or Lender at their notice addresses set forth herein for additional information.

Loan Amount:	\$22,000,000
Interest Rate:	3.95 % per annum.

LSW

UNOFFICIAL COPY

Mortgage
Page 7

Maturity Date-
Last Payment Due: January 10, 2026

Advances: This Mortgage secures all Advances made by Lender in connection with the Loan up to an amount equal to 200% of the Loan Amount.

ARTICLE 3. COVENANTS AND AGREEMENTS OF BORROWER

3.1 Warranty of Title

Borrower is the record owner of indefeasible, marketable and insurable fee simple absolute title to the Land and Improvements and has all right, power and authority to bargain, sell and convey the Real Property by this Mortgage, and the Real Property is free from all encumbrances, except those Permitted Exceptions identified in **Exhibit B** attached hereto. This Mortgage is and will remain a valid and enforceable first mortgage lien on the Real Property subject only to the Permitted Exceptions.

Borrower will preserve such title and will forever warrant and defend the validity and priority of this Mortgage against the claims of all persons and parties whatsoever.

3.2 Reserved.

3.3 Restrictions on Transfer and Encumbrance

Borrower will not:

- 3.3.1 Except as allowed by the Loan Documents, permit any Lien to exist on the Property which is not paid and discharged or consented in accordance with the Loan Agreement, or encumber the Property (other than Permitted Exceptions) or any interest in Borrower or hypothecate any interest in the Property (the foregoing will not preclude installment purchases or leases of FF&E, entered into in the ordinary course of business, provided that any security interest granted in connection with any such purchase or lease relates only to the FF&E so purchased or leased).
- 3.3.2 Sell, lease (other than equipment leases in the ordinary course of business and Leases in accordance with the terms of the Loan Agreement) or transfer its interest in all or any portion of the Property except as specifically set forth in the Loan Agreement.
- 3.3.3 Record a declaration of condominium or common interest community with respect to all or any portion of the Property.
- 3.3.4 Change, directly or indirectly, the ownership or Control of Borrower or any Borrower Party, except as permitted by the Loan Documents.

LSW

UNOFFICIAL COPY

Mortgage
Page 8

3.4 Other Covenants and Agreements

There are numerous material provisions regarding the Loan contained in the Loan Documents referred to herein, including provisions dealing with Defaults, Events of Default, casualty, condemnation, insurance, reserves, impounds, environmental matters and Borrower representations, warranties and covenants. All of the provisions, covenants, agreements and definitions as set forth in any of the Loan Documents are hereby incorporated by reference into this Mortgage as though all such provisions, covenants and agreements were set forth herein in full. Particular reference is made to the Glossary contained in the Loan Agreement for the definitions of some of the terms contained herein.

For a copy of the Glossary please apply to Lender in writing as follows:

Mortgage Servicing Director
SENTINEL ASSET MANAGEMENT, INC.
One National Life Drive
Montpelier, VT 05604

ARTICLE 4. ASSIGNMENT OF LEASES AND RENTS

4.1 Assignment of Leases and Rents

Borrower has executed the Assignment of Rents in favor of Lender, the provisions, agreements, terms and conditions of which are hereby incorporated by reference as though set forth herein in full.

ARTICLE 5. SECURITY AGREEMENT

5.1 Creation of Security Interest

Borrower grants to Lender a security interest in Borrower's interest in all of the Personal Property, including the proceeds thereof, for the purpose of securing the Indebtedness and all other Obligations of Borrower contained in any of the Loan Documents.

This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State. This Mortgage also constitutes a Financing Statement filed as a fixture filing pursuant to the Uniform Commercial Code of the State. Notwithstanding any release of any or all of the Property, any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof will survive as a Security Agreement with respect to the security interest created hereby until the repayment and satisfaction in full of all Obligations of Borrower.

LSW

UNOFFICIAL COPY

Mortgage
Page 9

5.2 Names and Addresses of Parties

Borrower hereby certifies that the following are the correct names and addresses for the parties to the Security Agreement created hereunder:

Name of Debtor:

Address of Debtor:

FW IL-CIVIC CENTER PLAZA, LLC

One Independent Drive, Suite 114
Jacksonville, FL 32202

Name of Secured Party:

Address of Secured Party:

LIFE INSURANCE COMPANY OF THE
SOUTHWESTOne National Life Drive
Montpelier, VT 05604

5.3 Fixture Filing

This Mortgage constitutes a fixture filing with respect to all of the Personal Property that is attached to or otherwise constitutes a part of the Real Property, under the Uniform Commercial Code of the State. The record owner of the Real Property is the Borrower.

5.4 Other Financing Statements

Borrower warrants and represents that there is no financing statement covering the Property, or any part thereof, on file in any public office or, if any such financing statement exists, that it will be paid at or before the closing of the funding of the Loan.

5.5 Further Assurances

Borrower hereby authorizes Lender to deliver and file one or more financing statements and renewals, continuation statements and amendments thereof pursuant to the Uniform Commercial Code of the State in form satisfactory to Lender with respect to the Personal Property and any proceeds thereof, and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable. Without limiting the foregoing, Borrower hereby irrevocably appoints Lender or any designee appointed by Lender, or Lender's successors and assigns, as Borrower's true and lawful attorney, for Borrower and in Borrower's name, to execute, deliver and file such instruments for and on behalf of Borrower, and Borrower will pay the costs of any such filing. This appointment is coupled with an interest, is irrevocable, and will terminate only upon satisfaction of the Indebtedness. Borrower hereby ratifies and confirms all that Lender will lawfully do or cause to be done as such attorney.

5.6 Power of Attorney

Borrower hereby irrevocably appoints Lender, or any designee appointed by Lender, or Lender's successors and assigns, as Borrower's true and lawful attorney, for Borrower and in Borrower's name, to perform and do every act and thing whatsoever requisite and necessary to be done with respect to all Personal Property upon the occurrence, and during the continuance, of an

LSW

UNOFFICIAL COPY

Mortgage
Page 10

Event of Default hereunder. This appointment is coupled with an interest, is irrevocable, and will terminate only upon satisfaction of the Indebtedness. Borrower hereby ratifies and confirms all that Lender will lawfully do or cause to be done as such attorney.

ARTICLE 6. REMEDIES UPON DEFAULT

6.1 Acceleration upon Event of Default and Available Remedies

Upon the occurrence of an Event of Default, Lender may accelerate the Indebtedness and the Indebtedness will immediately become due and payable without presentment, demand, protest or Notice of any kind. When the entire Indebtedness becomes due and payable, either at maturity or because of an Event of Default, without Notice to Borrower and without regard to the adequacy of the security for the Indebtedness, or the solvency or insolvency of Borrower, Lender (or Trustee for the benefit of Lender) may in its discretion:

- 6.1.1 Commence an action to foreclose this Mortgage; conduct a sale of the property; or take action to specifically enforce any of the terms, covenants and conditions hereof.
- 6.1.2 Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the State, including, without limitation:
 - 6.1.2.1 Either personally or by means of Receiver, taking possession of all or any of the Personal Property and excluding therefrom Borrower and all others claiming under Borrower, and thereafter holding, storing, using, operating, managing, maintaining and controlling, making repairs, replacements, alterations, additions and improvements to and exercising all rights and powers of Borrower in respect of the Personal Property. If Lender demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Borrower promises and agrees promptly and peacefully to turn over and deliver complete possession thereof to Lender.
 - 6.1.2.2 Without notice to or demand upon Borrower, making such payments and doing such acts as Lender may deem necessary to protect its security interest in the Personal Property, including, paying, purchasing, contesting or compromising any Lien that is before or superior to the security interest of Lender, and in exercising any such rights, paying all expenses incurred in connection therewith.
 - 6.1.2.3 Requiring Borrower to assemble the Personal Property or any portion thereof, at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver such Personal Property to Lender, or an agent or representative designated by Lender. Lender, and its agents and representatives will have the right to enter upon any or all of the Real

UNOFFICIAL COPY

Mortgage
Page 11

Property and other property of Borrower to exercise Lender's rights hereunder.

- 6.1.2.4 Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Lender may determine. Lender may be a purchaser at any such sale. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) days prior written Notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such Notice may be mailed to Borrower in accordance with the Loan Agreement.
- 6.1.3 By itself or by agent, with or without bringing any action, suit or proceeding, immediately enter upon and take possession and control of the Property and the Rents, with those rights and powers more particularly set forth herein.
- 6.1.4 Whether or not Lender has brought any action for foreclosure of this Mortgage, make application to a court of competent jurisdiction and obtain the immediate ex parte appointment of a Receiver authorized to immediately enter upon and take possession and control of the Property and the Rents with those rights and powers more particularly set forth herein.
- 6.1.5 Without taking possession and control of the Property, immediately commence action to collect directly all Rents due to Borrower with full rights and powers to notify all Persons liable to make payments of Rents to make said payments directly to Lender or its agents, and Lender or its agents will have the further power and authority to sue for or otherwise collect and receive all Rents.

6.2 Foreclosure and Other Actions by Lender

When the Indebtedness becomes due, whether upon Maturity, by acceleration, or otherwise, Lender may institute one or more actions of mortgage foreclosure against the Property or take such other action at Law or in equity for the enforcement of this Mortgage and the Note and realization on the Property as the Law may allow, and may proceed to final judgment and execution for the entire unpaid balance of the Indebtedness, with interest at the Interest Rate stipulated in the Note to the date of the Event of Default, and thereafter at the Default Rate together with all other sums due in accordance with the provisions of the Note, this Mortgage, and the other Loan Documents. Such judgment may include: (a) all Advances made or obligations incurred by Lender with respect to additional sums loaned by Lender to Borrower after the date of this Mortgage and pursuant to the terms of this Mortgage; (b) Impositions, insurance premiums, water or sewer rents, charges or claims, payments of Liens, or repairs to the Property; (c) appraiser's fees, documentary and expert evidence, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Lender may deem reasonably necessary (which costs may be estimated as to items to be expended after entry of judgment) either to prosecute such suit or to evidence to bidders at any

LSW

UNOFFICIAL COPY

Mortgage
Page 12

sale conducted pursuant to such judgment the true condition of the title to or the value of the Property; (d) all costs of suit; (e) the protection of the Property and the maintenance of this Mortgage, including but not limited to reasonable fees of any attorney empowered by Lender in any litigation or proceedings affecting this Mortgage or any other Loan Document, including probate proceedings and Bankruptcy Proceedings or in the preparation for the commencement or defense of any proceeding or threatened suit or proceeding; (f) Lender's exercise of its right of possession as set forth herein; and (g) any other costs incurred by Lender in proceeding hereunder. If the Property consists of separate parcels, Lender may prosecute separate foreclosure actions with respect to one or more of such parcels in such order as Lender determines in its sole discretion. Any real estate or interest therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage, may be sold in one parcel, as an entirety, or in such parcels, and such interests, and in such manner or order as Lender elects in its sole discretion. If Lender elects to exercise its remedies hereunder with respect to a portion, but not all, of the Property securing the Loan, no such election or exercise will impair or otherwise affect Lender's Lien upon or rights with respect to the remainder of such Property. Lender will not be required to accept any part or parts of the Property, as distinguished from the whole, as payment of or for the Indebtedness notwithstanding the value of said part or parts and Lender will not be compelled to accept or allow such apportionment of the Indebtedness to any part of the Property. Borrower agrees that any court having jurisdiction to foreclose this Mortgage may sell the Property in part or in its entirety.

6.3 Power of Sale

This Mortgage contains a power of sale as provided for by the Laws of the State. Should Lender elect to foreclose the Mortgage by exercise of the power of sale herein contained, Lender shall cause to be given all notices required by law. Lender shall then sell the Property at the time and place of sale fixed in any notice of sale and as otherwise required by law, either as a whole, or in separate lots or parcels, as Lender shall deem expedient, as allowed by law, to the highest bidder. Lender may postpone any sale by announcement as required by law. Lender shall deliver, or cause to be delivered, to such purchaser or purchasers thereof, good and sufficient deed or deeds conveying the Property so sold. Any person, including, without limitation, as allowed by law, Borrower or Lender, may purchase at such sale.

6.4 Waiver of Redemption

Borrower hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Borrower and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15 - 1601 or other applicable law or replacement statutes.

6.5 Right of Possession upon Event of Default

6.5.1 In addition to any other rights granted Lender under this Mortgage, upon the occurrence and during the continuance of an Event of Default, Lender in its sole

LSW

UNOFFICIAL COPY

Mortgage
Page 13

discretion, but without obligation so to do and without Notice to or demand upon Borrower (except as specifically provided herein), and without releasing Borrower from any Obligation, may make any payment or do any act in such manner and to such extent as Lender may deem necessary to protect its interests in the Property and its rights and remedies under the Loan Documents, including demanding the surrender of possession of the Property in which case Borrower will so surrender to Lender and Lender will be entitled to take actual possession of the Property or any part thereof, personally, or by its agent or attorneys (together, "agents").

- 6.5.2 Upon the occurrence and during the continuance of an Event of Default, if Lender or any agent of Lender or any Receiver takes possession of the Property and the Rents, Lender, such agent or Receiver, as applicable, will have and is hereby given the right but will have no obligation, with or without force, or without proceeding by process of Law, to enter upon and take and maintain possession of all or any part of the Property together with all documents, books, records, papers and accounts of Borrower relating to the Property, and may exclude Borrower and Borrower's agents or servants wholly from the Property.
- 6.5.3 If Lender, Lender's agent or the Receiver permits Borrower to remain in possession of any part of the Property following foreclosure of this Mortgage, or Borrower's delivery of a deed in lieu of foreclosure, Borrower will pay monthly in advance to Lender, such agent or such Receiver, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the actual possession of Borrower, and upon default of any such payment Borrower will vacate and surrender possession of such part of the Property to Lender or to such Receiver and, in default thereof, Borrower may be evicted by Lender.
- 6.5.4 Upon the occurrence and during the continuance of an Event of Default, Lender, such agent or such Receiver may, as attorney-in-fact or agent of Borrower or in its own name, hold, operate, manage and control the Property and conduct the business, if any, thereof with full power to use such legal or equitable measures as, in its discretion, Lender may deem proper or necessary to enforce the payment of the Rents, or protect the value, marketability or rentability of the Property; (a) to cancel or terminate any Lease for any cause or on any grounds which would entitle Borrower to cancel such Lease; (b) to extend or modify any then existing Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire beyond the Maturity Date of the Indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, will be binding upon Borrower and all Persons whose interests in the Property are subject to the Lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any discharge or satisfaction of the Indebtedness, satisfaction of any foreclosure decree or deficiency judgment, or issuance of any bill of sale or deed to any purchaser; (c) to make all necessary or proper repairs, renewals,

LSW

UNOFFICIAL COPY

Mortgage
Page 14

replacements, alterations, additions, betterments and improvements to the Property; (d) to insure and reinsure the Property and all risks incidental to possession, operation and management thereof; (e) to collect and receive all Rents and exercise each and every of the rights, privileges and powers herein granted, without notice to Borrower; (f) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender; (g) to pay, purchase, contest or compromise any encumbrance, claim, charge, Lien or debt which, may affect or, in Lender's judgment, appear to affect the security of this Mortgage or be prior or superior hereto; (h) in exercising such powers, to pay necessary expenses, including employment of counsel or other appropriate consultants; (i) to elect to disaffirm any Lease or sublease that is then subordinate to the lien hereof; (j) to exercise all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property; and (k) to exercise such other powers as may otherwise be granted by the court or under applicable Law. Lender or such agent or Receiver will be liable to account only for Rents actually received, and Lender will not be liable to account for Rents held by the Receiver. Notwithstanding the appointment of any Receiver, Lender will be entitled to the continued possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of this Mortgage to Lender. Notwithstanding the foregoing rights and powers, neither Lender, such agent nor such Receiver will be obligated to perform or discharge, any obligation, duty or liability under any Lease. Borrower will and does hereby agree to indemnify and hold Lender, and each such agent and Receiver harmless of and from any and all liability, loss or damage which it may incur in connection with taking any action it is authorized to take under this section (other than liability, loss or damages caused by such indemnitee's gross negligence or willful misconduct) and the amount of any such cost, loss, expense or liability, including reasonable attorneys' fees, will be secured by this Mortgage until paid in full.

6.6 No Impairment of Obligations

Neither Borrower nor any other Person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage will be relieved of such obligation by reason of the failure of Lender to comply with any request of Borrower or of any other Person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the other Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Property or any interest therein and Lender extending the time of payment or modifying the terms of the Mortgage or other Loan Documents without first having given notice to, or obtained the consent of, Borrower or such other Person; and, in the latter event, Borrower and all such other Persons will continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender.

LSW

UNOFFICIAL COPY

Mortgage
Page 15

6.7 Recovery of Expenses by Lender

All expenses incurred by Lender and added to the Indebtedness will be immediately due and payable by Borrower, together with interest from the date due at the Default Rate, and will be secured by this Mortgage. Lender will have the right, from time to time, to bring an action to recover any sums required to be paid by Borrower under the terms of this Mortgage, as they become due, without regard to whether or not the Indebtedness or any other sums evidenced by the Note and secured by this Mortgage will be due, and without prejudice to the right of Lender to bring an action of mortgage foreclosure, or any other action, for any Default by Borrower existing at the time the earlier action was commenced.

6.8 Expenses during Redemption Period

If this Mortgage is foreclosed and the Property or any part thereof is sold or attempted to be sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the lesser of the Default Rate under the Note, or the maximum rate permitted by law, shall be added to and become a part of the amount required to be paid for redemption from such sale.

ARTICLE 7. GENERAL PROVISIONS

7.1 Governing Law

The Loan will be deemed to have been made in the State and will be governed by and construed and enforced in accordance with the Laws of the State. Borrower irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Mortgage, the Note or the other Loan Documents may be brought in a court of record in the State or in the Courts of the United States of America located in the State; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Borrower irrevocably consents to the service of any and all process in any such suit, action or proceeding by service in the manner provided in the Loan Agreement. Nothing in this section, however, will affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any suit, action or proceeding against Borrower or Borrower's assets in the courts of any other jurisdiction.

7.2 Notice

Each Notice under this Mortgage shall be delivered as set forth in the Loan Agreement.

LSW

UNOFFICIAL COPY

Mortgage
Page 16

7.3 Additional Security

If Lender holds additional security for any of the Obligations, Lender may enforce the sale thereof or otherwise realize upon such additional security, at its option, either before or concurrently with or after enforcing its remedies hereunder or under any of the Loan Documents.

7.4 Actions to Protect Property

Lender will have the power and authority to institute and maintain any suits and proceedings as Lender may deem advisable as follows: (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve and protect its interest in the Property, and (c) to restrain the enforcement of or compliance with any Law that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such Law might impair the security hereunder or be prejudicial to Lender's interest. Any such power and authority of Lender may be exercised through the Trustee if required or permitted by applicable law or custom.

7.5 Proof of Claim

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Borrower or any Guarantor, Lender may, unless prohibited by law, file such proof of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceedings for the entire Indebtedness due at the date of the institution of such case or proceedings, and for any additional amounts which may become due and payable by Borrower after such date whether by the passage of time or by way of acceleration of the due date of such Indebtedness or Obligation as may be provided for in any of the Loan Documents.

7.6 Survival of Representations and Warranties

All representations and warranties of Borrower contained herein or in any other Loan Document will survive the making of the Loan and the execution and delivery of the Note, and are material and have been relied upon by Lender, notwithstanding any investigation or inquiry made by Lender. All statements made in any certificate, agreement, or other materials delivered by or on behalf of Borrower in connection with the Loan will be deemed to be representations and warranties of Borrower.

7.7 Severability of Provisions

If a court of competent jurisdiction finds any provision of this Mortgage or the other Loan Documents to be invalid or unenforceable as to any Person or circumstance in any state, such finding will not render that provision invalid or unenforceable as to any other Person or circumstance or state. Where permitted by applicable Laws, any provision found invalid or unenforceable will be deemed modified to the extent necessary to be within the limits of enforceability or validity; however, if such provision cannot be deemed so modified, it will be deemed stricken and all other provisions of this Mortgage in all other respects will remain valid and enforceable.

UNOFFICIAL COPY

Mortgage
Page 17

7.8 Invalidity of Lien

If the lien of this Mortgage is invalid or unenforceable as to any part of the Indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Indebtedness will be paid completely before the payment of the remaining and secured or partially secured portion of the Indebtedness, and all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness which is not secured or not fully secured by the lien of this Mortgage.

7.9 Subrogation

To the extent that proceeds of the Note are used to pay any outstanding Lien against the Property, Lender will be subrogated to any and all rights and Liens held by any such owner or holder, irrespective of whether such Liens are released.

7.10 Merger; Construction Against

If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Property will at any time become vested in one owner, this Mortgage and the lien created hereby will not be destroyed or terminated by application of the Doctrine of Merger, and, in such event, Lender will continue to have and enjoy all of the rights and privileges of Lender as purchaser after any foreclosure. No act by or on behalf of Lender or any such purchaser will constitute a termination of any lease or sublease unless Lender or such purchaser will give written notice thereof to such tenant or subtenant.

7.11 Future Advances

In the event further Advances are made to Borrower by Lender, such advances, with interest thereon, will be secured by this Mortgage when evidenced by promissory notes stating that such notes are secured hereby. At no time will the maturity of such further advances secured hereby extend beyond the maturity date of the Note. Notwithstanding the foregoing, this Mortgage is an "open-end" mortgage and shall constitute a lien on the Property for all advances and expenses of Lender, including, but not limited to, interest thereon, regardless of when such advances are made or expenses are incurred.

7.12 Prejudgment Remedies

TO INDUCE LENDER TO MAKE THE LOAN, BORROWER AGREES THAT THE LOAN EVIDENCED BY THE NOTE, THIS MORTGAGE AND ALL OTHER LOAN DOCUMENTS ARE AND EVIDENCE A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION.

7.13 Joint and Several Obligations

If this Mortgage is executed by more than one Person as Borrower, the obligations of such Persons hereunder will be joint and several Obligations.

LSW

UNOFFICIAL COPY

Mortgage
Page 18

7.14 Time of Essence

Time is of the essence in all matters pertaining to this instrument.

7.15 Effective Date

In the event that this instrument is executed and delivered by the parties without entering an effective date, the effective date, unless otherwise provided for herein, will be deemed to be the date on which the Loan proceeds were disbursed to Borrower.

(Execution pages follow)

Property of Cook County Clerk's Office

LSW

UNOFFICIAL COPY

Mortgage
Execution Page 1

IN WITNESS WHEREOF, Borrower has caused this instrument to be duly executed effective as of the date first above written.

Property of Cook County Clerk's Office

LSW

UNOFFICIAL COPY

Mortgage
Execution Page 1

IN WITNESS WHEREOF, Borrower has caused this instrument to be duly executed effective as of the date first above written.

BORROWER

FW IL-CIVIC CENTER PLAZA, LLC,
a Delaware limited liability company

By: FW-Reg II Holding Company Two, LLC,
a Delaware limited liability company
Its: Sole Manager and Member

By: GRI-Regency, LLC, a Delaware limited
liability company
Its: Sole Manager and Member

By: Regency Centers, L.P.,
a Delaware limited partnership
Its: Sole Manager

By: Regency Centers Corporation,
a Florida corporation
Its: Sole General Partner

By: 
Patrick M. Johnson
Its: Vice President

The precise address of Lender is:

LIFE INSURANCE COMPANY OF THE SOUTHWEST
One National Life Drive
Montpelier, VT 05604
Attn: Director of Mortgage Investments

UNOFFICIAL COPY

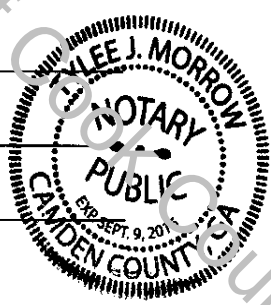
Mortgage
Execution Page 2

STATE OF Georgia)
COUNTY OF Camden)

This instrument was acknowledged before me on this 7 day of December, 2015, by Patrick M. Johnson, the Vice President of Regency Centers Corporation, the sole General Partner of Regency Centers, L.P., the sole Manager of GRI-Regency, LLC, the sole Manager and Member of FW-Reg II Holding Company Two, LLC, the sole Manager and Member of FW IL-CIVIC CENTER PLAZA, LLC, to me known, and who, being duly sworn, acknowledged the foregoing instrument as his free act and deed and the free act and deed of said FW IL-CIVIC CENTER PLAZA, LLC.

Before me,
[Signature]
Notary Public, State of GA

Print Name _____
My Commission Expires: _____



County Clerk's Office

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
Exhibit A, Legal Description
Page 1

EXHIBIT A DESCRIPTION OF THE LAND

PARCEL 1:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG SAID NORTH LINE 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTHWEST 1/4, 651.69 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4, 393.88 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4, 1104.74 FEET TO A POINT WHICH IS 13.87 CHAINS (915.42 FEET) NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE WEST PARALLEL TO SAID SOUTH LINE, 1005.48 FEET TO A POINT ON THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY 141.97 FEET TO A BEND IN SAID ROAD; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD), 1638.43, MORE OR LESS TO THE PLACE OF BEGINNING;

EXCEPTING THE FOLLOWING DESCRIBED TRACTS:

TRACT A:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG SAID NORTH LINE 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 523.33 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD), 716.21 FEET TO THE PLACE OF BEGINNING;

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
 Exhibit A, Legal Description
 Page 2

TRACT B:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 30, WITH THE EASTERLY LINE OF WAUKEGAN ROAD (CHICAGO AND LITTLE FORT ROAD); THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 259.34 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED:

THENCE CONTINUING WEST ALONG SAID LINE DRAWN AT RIGHT ANGLES, AFORESAID, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 246.87 FEET TO A POINT ON THE EASTERLY LINE OF WAUKEGAN ROAD, AS WIDENED; THENCE SOUTH 06 DEGREES 14 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF WAUKEGAN ROAD, AS WIDENED, A DISTANCE OF 150.89 FEET TO AN INTERSECTION WITH A LINE 150.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID LINE DESCRIBED AS BEING DRAWN AT RIGHT ANGLES TO SAID LINE PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 263.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING;

TRACT C:

THAT PART OF SOLD PREMISES AS SHOWN ON THE PLAT OF DEDICATION FOR THE WIDENING OF WAUKEGAN ROAD, RECORDED AS DOCUMENT NUMBER 97982988, IN COOK COUNTY, ILLINOIS;

TRACT D:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 13.87 CHAINS (915.42 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, AS MEASURED AT RIGHT ANGLES WITH THE EAST LINE OF WAUKEGAN ROAD, AS PER THE PLAT OF DEDICATION THEREOF RECORDED AS DOCUMENT NUMBER 97982988; THENCE NORTH 4 DEGREES, 53 MINUTES, 35 SECONDS WEST ALONG

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
 Exhibit A, Legal Description
 Page 3

THE EAST LINE OF WAUKEGAN ROAD, AFORESAID, 14.48 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID ROAD; BEING A CURVED LINE CONVEX TO THE WEST AND HAVING A RADIUS OF 1700.0 FEET, A DISTANCE OF 23.56 FEET, ARC MEASURE, TO A POINT 38 FEET NORTH, MEASURED AT RIGHT ANGLES, OF SAID LINE 13.87 CHAINS (915.42 FEET) NORTH, AS AFORESAID, AND THE PLACE OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED:

THENCE NORTH 87 DEGREES, 51 MINUTES 00 SECONDS EAST ALONG A LINE 38 FEET NORTH OF AND PARALLEL WITH SAID LINE, 13.87 CHAINS (915.42 feet) NORTH AS AFORESAID, AND THE PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 87 DEGREES 51 MINUTES 00 SECONDS EAST ALONG A LINE 38.0 FEET NORTH OF AND PARALLEL WITH SAID LINE 13.87 CHAINS NORTH AS AFORESAID, A DISTANCE OF 136.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 299.64 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 130.80 FEET TO A POINT ON THE EAST LINE OF WAUKEGAN ROAD, AFORESAID, THENCE SOUTH ALONG THE EAST LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1700.00 FEET, A DISTANCE OF 305.22 FEET, ARC MEASURE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(A) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CREATED BY EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT RECORDED DECEMBER 30, 1994 AS DOCUMENT NUMBER 04086240, OVER THE PROPERTY NORTH AND ADJOINING PARCEL 1, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30.0 FEET OF THE EAST 49.07 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF THE CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG SAID NORTH LINE, 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 523.33 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD), 716.21 FEET TO THE POINT OF BEGINNING;

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
 Exhibit A, Legal Description
 Page 4

(B) AN EXCLUSIVE SIGN EASEMENT AS CREATED BY EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT RECORDED DECEMBER 30, 1994 AS DOCUMENT NUMBER 04086240, AS TO THAT PROPERTY DESCRIBED AS FOLLOWS:

THE NORTH 30 FEET OF THE EAST 19.07 FEET OF THE "VILLAGE TRACT", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG SAID NORTH LINE 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 523.33 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD), 716.21 FEET TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 33 FEET, TAKEN FOR OAKTON STREET, IN COOK COUNTY, ILLINOIS

(C) A NON-EXCLUSIVE PARKING EASEMENT AS CONTAINED IN THE EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT DATED DECEMBER 28, 1994 AND RECORDED DECEMBER 30, 1994 AS DOCUMENT 04086240, MADE BY AND BETWEEN CIVIC CENTER KC, INC., A KANSAS CORPORATION, AND THE VILLAGE OF NILES, ILLINOIS, A MUNICIPAL CORPORATION OF ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE WATER EASEMENT AS CONTAINED IN THE WATER EASEMENT AGREEMENT DATED DECEMBER 20, 1994 AND RECORDED DECEMBER 30, 1994 AS DOCUMENT NUMBER 04086241 MADE BY AND BETWEEN THE VILLAGE OF NILES, ILLINOIS, A MUNICIPAL CORPORATION OF ILLINOIS, AND CIVIC CENTER KC, INC., A KANSAS CORPORATION, OVER THAT PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20 FEET OF THE SOUTH 73.05 FEET OF THAT TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
 Exhibit A, Legal Description
 Page 5

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30, AT ITS INTERSECTION WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG SAID NORTH LINE, 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH THE SAID EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 523.33 FEET, MORE OR LESS TO THE EAST LINE OF SAID CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD), 716.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND

THE EAST 20 FEET OF THAT TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 30, WITH THE EASTERLY LINE OF CHICAGO AND LITTLE FORT ROAD (ALSO KNOWN AS WAUKEGAN ROAD); THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 445.21 FEET TO A POINT 1212.17 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO SAID PARALLEL LINE A DISTANCE OF 259.34 FEET TO THE POINT OF BEGINNING OF THAT TRACT OF LAND TO BE DESCRIBED:

THENCE CONTINUING WEST ALONG SAID LINE DRAWN AT RIGHT ANGLES, AFORESAID, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 246.87 FEET TO A POINT ON THE EASTERLY LINE OF WAUKEGAN ROAD, AS WIDENED; THENCE SOUTH 06 DEGREES 14 MINUTES 22 SECONDS WEST ALONG THE EASTERLY LINE OF WAUKEGAN ROAD, AS WIDENED, A DISTANCE OF 150.89 FEET TO AN INTERSECTION WITH A LINE 150 FEET SOUTH, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID LINE AS BEING DRAWN AT RIGHT ANGLES TO SAID LINE, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, THENCE NORTH 90 DEGREES 00' 00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 263.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
 Exhibit A, Legal Description
 Page 6

PARCEL 4:

A PERPETUAL NON-EXCLUSIVE EASEMENT AS CREATED BY EASEMENT AND EASEMENT MODIFICATION AGREEMENT DATED APRIL 4, 1997 AND RECORDED APRIL 11, 1997 AS DOCUMENT NUMBER 97253674, MADE BY AND BETWEEN CCFERS CIVIC CENTER (5), INC., A DELAWARE CORPORATION (SUCCESSOR IN INTEREST TO THE AMERICAN NATIONAL BAN AND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 2, 1988 AND KNOWN AS TRUST NUMBER 105595-08); AND COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO HARKIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 31, 1973 AND KNOWN AS TRUST NUMBER 35593), FOR ACCESS AND FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND UTILIZATION OF AN UNDERGROUND WATER AND SEWER LINE, INCLUDING MANHOLES, FITTINGS, METERS, CONNECTIONS AND OTHER APPURTENANCES THERETO, WITH OUTLET AND ACCESS TO NORDICA AVENUE, RUNNING AND EXTENDED FROM THE "CENTER TRACT" ON, OVER, UNDER AND THROUGH THAT PORTION OF THE "APARTMENT TRACT", LEGALLY DESCRIBED AS FOLLOWS;

THE NORTH 30 FEET OF LOT 18 IN LAWRENCEWOOD GARDENS, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT DATED SEPTEMBER 10, 1998 AND RECORDED SEPTEMBER 14, 1998 AS DOCUMENT NO. 98818820 FOR USE OF COMMON AREAS AND ACCESS TO UTILITIES OVER THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 13.87 CHAINS (915.42 FEET) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, AS MEASURED AT RIGHT ANGLES WITH THE EAST LINE OF WAUKEGAN ROAD AS PER THE PLAT OF DEDICATION THEREOF RECORDED AS DOCUMENT 97982988; THENCE NORTH 4 DEGREES 53 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF WAUKEGAN ROAD AFORESAID, 14.48 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1700.0 FEET; A DISTANCE OF 23.56 FEET, ARC MEASURE, TO A POINT 38 FEET NORTH, MEASURED AT RIGHT ANGLES, OF SAID LINE 13.87 CHAINS NORTH, AS AFORESAID, AND THE PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 87 DEGREES 51 MINUTES 00 SECONDS EAST ALONG A LINE 38 FEET

LSW

UNOFFICIAL COPY

Mortgage – Civic Center (IL)
Exhibit A, Legal Description
Page 7

NORTH OF AND PARALLEL WITH SAID LINE 13.87 CHAINS NORTH AS AFORESAID, A DISTANCE OF 136.45 FEET; THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 299.64 FEET; THENCE NORTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 130.80 FEET TO A POINT OF THE EAST LINE OF WAUKEGAN ROAD, AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 1700.0 FEET, A DISTANCE OF 305.22 FEET, ARC MEASURE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERM TAX NUMBERS: 10-30-107-026-000; 10-30-107-027-000; 10-30-107-028-000;
10-30-115-019-000; AND 10-30-115-020-000

STREET ADDRESS: 7601 NORTH WAUKEGAN ROAD, NILES, ILLINOIS

LSW

UNOFFICIAL COPYMortgage – Civic Center (IL)
Exhibit B, Page 1**EXHIBIT B
PERMITTED EXCEPTIONS**

1. TAXES FOR THE YEAR(S) 2015, NOT YET DUE OR PAYABLE.
2. MORTGAGE AND SECURITY AGREEMENT DATED FEBRUARY 1, 1990 AND RECORDED MARCH 16, 1990 AS DOCUMENT NUMBER 90119202 AND FILED MARCH 16, 1990 AS DOCUMENT NUMBER LR3866612, MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1973 AND KNOWN AS TRUST NUMBER 35593, TO THE UNION CENTRAL LIFE INSURANCE COMPANY, AN OHIO CORPORATION, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$2,500,000.00.

NOTE: AMENDMENT TO MORTGAGE DATED FEBRUARY 6, 1991 AND RECORDED FEBRUARY 22, 1991 AS DOCUMENT NUMBER 91084400 AND FILED FEBRUARY 22, 1991 AS DOCUMENT NUMBER LR3945572.

NOTE: AFFECTS EASEMENT PARCEL 4 AND OTHER PROPERTY, BUT NOT THE PROPERTY DESCRIBED ON EXHIBIT A OF THIS MORTGAGE AS PARCEL 1.

3. ASSIGNMENT OF RENTS AND LEASES DATED FEBRUARY 1, 1990 AND RECORDED MARCH 16, 1990 AS DOCUMENT NUMBER 90119203 AND FILED MARCH 16, 1990 AS DOCUMENT NUMBER LR3866613. MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1973 AND KNOWN AS TRUST NUMBER 35593 TO NORDICA APARTMENT BUILDING GENERAL PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, TO AND FOR THE BENEFIT OF THE UNION CENTRAL LIFE INSURANCE COMPANY, AN OHIO CORPORATION.

NOTE: AFFECTS EASEMENT PARCEL 4 AND OTHER PROPERTY, BUT NOT THE PROPERTY DESCRIBED ON EXHIBIT A OF THIS MORTGAGE AS PARCEL 1..

4. SECURITY INTEREST OF THE UNION CENTRAL LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY A FINANCING STATEMENT EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 31, 1973 AND KNOWN AS TRUST NUMBER 36693, DEBTOR, AND FILED MARCH 16, 1990 AS DOCUMENT LR3866614 AND RECORDED MARCH 19, 1990 AS DOCUMENT 90005688.

NOTE: AFFECTS EASEMENT PARCEL 4 AND OTHER PROPERTY, BUT NOT THE PROPERTY DESCRIBED ON EXHIBIT A OF THIS MORTGAGE AS PARCEL 1..

5. MEMORANDUM OF LEASE DATED APRIL 25, 1990 AND RECORDED MAY 23, 1990 AS DOCUMENT NUMBER 90239931 AND RERECORDED SEPTEMBER 12, 1991 AS

LSW

UNOFFICIAL COPYMortgage
Exhibit B, Page 2

DOCUMENT NUMBER 91474186, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 3, 1988 AND KNOWN AS TRUST NUMBER 105595- 08 AND DONALD R. OGILVIE FOR A TERM OF 10 YEARS.

6. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES.
7. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE ORDINANCE RECORDED DECEMBER 31, 1997 AS DOCUMENT NUMBER 97982988.
9. ILLINOIS EPA SITE REMEDIATION PROGRAM ENVIRONMENTAL NOTICE RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER 98931822, AND THE TERMS AND CONDITIONS SET FORTH THEREIN.

NOTE: AFFECTS THE PORTION OF THE INSURED PROPERTY SHOWN ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY ROLAND F. SARKO ENGINEERING INC. DATED NOVEMBER 17, 2015 AND LAST REVISED DECEMBER 9, 2015 AND DESIGNATED PROJECT NO. 4853 SITE NO 18630 (THE "SURVEY").

10. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE SOUTH 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED AUGUST 28, 1961 AS DOCUMENT NUMBER 18259893, AS SHOWN ON SURVEY.
11. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE WESTERLY LINE AND SOUTHERLY LINE OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY RECORDED NOVEMBER 17, 1989 AS DOCUMENT NUMBER 89550405.
12. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE WESTERLY LINE AND SOUTHERLY LINE OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY RECORDED AS DOCUMENT NUMBER 90457436.
13. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER

LSW

UNOFFICIAL COPYMortgage
Exhibit B, Page 3

PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO, AS CONTAINED IN THE GRANT RECORDED AS DOCUMENT NUMBER 90487636, AFFECTING THE WEST 30 FEET OF THE EAST 36.75 FEET OF THE LAND AND THE NORTH 10 FEET OF THE SOUTH 38 FEET OF THE LAND AS SHOWN ON THE SURVEY.

14. EASEMENT IN FAVOR OF HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 31, 1973 AND KNOWN AS TRUST NUMBER 35593, FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING RECORDED DECEMBER 27, 1990 AS DOCUMENT NUMBER 90625738, AFFECTING A STRIP OF LAND 35 FEET WIDE, WEST AND ADJOINING TO LOTS 12, 13, 14, 15, 16, 17 AND 18 IN LAWRENCEWOOD GARDENS, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30 TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE TERMS AND PROVISIONS CONTAINED THEREIN AS SHOWN ON THE SURVEY.

NOTE: EASEMENT AND EASEMENT MODIFICATION AGREEMENT DATED APRIL 4, 1997 AND RECORDED APRIL 11, 1997 AS DOCUMENT NUMBER 97253674, BY AND BETWEEN CCFERS CIVIC CENTER (5) INC., A DELAWARE CORPORATION, AND COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST NUMBER 35593, WHICH INSTRUMENT, IN ADDITION TO CREATING A NEW EASEMENT IN FAVOR OF CIVIC CENTER, MODIFIES THE ORIGINAL EASEMENT AGREEMENT AND DELETES THE PROVISIONS OF SECTION NUMBER 3 AS CONTAINED IN THE ORIGINAL EASEMENT AGREEMENT AND SHOWN ON THE SURVEY.

15. RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AMB PROPERTY II, L.P. AND AMERICAN CHARTERED BANK AND RECORDED SEPTEMBER 14, 1998 AS DOCUMENT NUMBER 98818820, GRANTING EASEMENTS FOR THE USE OF COMMON AREAS FOR PARKING, INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS, PUBLIC UTILITY EASEMENTS, EASEMENTS FOR SELF-HELP, MAINTENANCE AND OPERATION OF COMMON AREAS AND IMPROVEMENTS, AND CONTAINING BUILDING AND TRANSFER RESTRICTIONS, AND SIGNAGE AGREEMENTS AND THE TERMS AND CONDITIONS AS SET FORTH THEREIN.

16. GRANT DATED SEPTEMBER 14, 1961 AND RECORDED NOVEMBER 15, 1961 AS DOCUMENT NUMBER 18330930 AND RERECORDED JANUARY 17, 1962 AS DOCUMENT NUMBER 18379435, AND FILED JANUARY 17, 1962 AS DOCUMENT NUMBER LR2016554, FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 24200, TO THE COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, EASEMENT, PERMISSION AND AUTHORITY TO INSTALL, OPERATE, USE, MAINTAIN, REPAIR, REPLACE, RELOCATE, RENEW AND REMOVE WIRES, CABLES, TRANSFORMERS AND OTHER NECESSARY EQUIPMENT AND FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY IN AND THROUGH DUCTS, CONDUITS, MANHOLES, VAULTS AND/OR ON CONCRETE TRANSFORMER PADS OR FOOTINGS OF OWNER AT A LOCATION OR LOCATIONS ON SAID LAND HERETOFORE, OR

LSW

UNOFFICIAL COPY

Mortgage
Exhibit B, Page 4

HEREAFTER MUTUALLY AGREED UPON, WITH THE RIGHT OF ACCESS THERETO, AT ALL TIMES FOR ANY AND SUCH PURPOSES AND ALSO, EDISON IS HEREBY GRANTED THE RIGHT, PERMISSIONS AND AUTHORITY TO CONNECT, INSTALL, OPERATE, USE, MAINTAIN, RENEW AND REMOVE ELECTRIC SERVICE CONNECTIONS NECESSARY TO SERVE BUILDINGS, STRUCTURES OR ASSOCIATED INSTALLATIONS TO BE LOCATED ON SAID LAND.

17. TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 2, 3 AND 4, AS CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENTS.

19. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS DESCRIBED AS PARCELS 2, 3, 4, AND 5.

22. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, AS DISCLOSED BY THE SURVEY DEPICTING THE FOLLOWING:

MANHOLES, DRAINS, FIRE HYDRANTS, VALVE VAULTS, UTILITY PEDESTALS AND TELEPHONE PEDESTALS, SHOWN ON THE SURVEY.

LSW