### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc# 1921841230 Fee \$149.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDHARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/06/2019 03:06 PM PG: 1 0F 41

The property identified as:

PIN: 14-30-315-020-0000

Address:

Street:

2409-13 N. Western Avenue

Street line 2:

City: Chicago

**ZIP Code: 60647** 

Lender: Republic Bank of Chicago

Borrower: Image Media Advertising Incorporated

Loan / Mortgage Amount: \$4,000,000.00

County Clary, This property is located within the program area and is exempt from the requirements of 765 IL CS 77/70 et seq. because it is commercial property.

DOHI 19037741DOW

Certificate number: F0E25775-4FFD-4B0B-A18D-8AD268B0261A

Execution date: 8/2/2019

1921841230 Page: 2 of 41

## **UNOFFICIAL COPY**

This document prepared by, and after recording return to:

David J. O'Keefe Schain Banks 70 West Madison Street Suite 5300 Chicago, IL 60602

0

#### LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of August 2, 2019, by IMAGE MEDIA ADVERTISING INCORPORATED, an Illinois corporation ("Mortgagor"), to REPUBLIC BANK OF CHICAGO ("Mortgagee").

#### RECITALS

- A. Mortgagor has heretofore acquired a lease fold interest in that certain parcel of land (the "2409 Land") located in Chicago, Cook County, Illinois, legally described in Exhibit A attached hereto and made a part hereof, pursuant to that certain Land Lease Agreement dated July 11, 1997, by and between Chicago Title & Trust No. 1103424 at Lessor and Pro Outdoor Advertising, Inc. as Lessee (as amended, the "2409 Lease").
- B. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "3590 Land") located in Franklin Park, Cook County, Illinois, legally described in Exhibit B attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated September 6, 2000, by and between Village of Franklin Park, a municipal corporation as Lessor and Image Media, Inc., an Illinois corporation, as Lessee (as amended, the "3590 Lease").
- C. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "11044 Land") located in Franklin Park, Cook County, Illinois, legally described in Exhibit C attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated November 15, 2000, by and between Consolidated Electric Wire & Cable Corp., an Illinois corporation, as Lessor, and Image Media, Inc., an Illinois corporation, as Lessee (as amended, the "11044 Lease").

....

1921841230 Page: 3 of 41

- D. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "5317 Land") located in Chicago, Cook County, Illinois, legally described in Exhibit D attached hereto and made a part hereof, pursuant to that certain Land Lease Agreement dated February 1, 2001, by and between East Lake Management, as Lessor, and Image Media Advertising, Inc., an Illinois corporation, as Lessee (as amended, the "5317 Lease").
- E. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "11650 Land") located in Franklin Park, Cook County, Illinois, legally described in Exhibit E attached hereto and made a part hereof, pursuant to that certain Lease and Easement Agreement dated January 31, 2005, by and between LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 16, 1987 and known as Trust Number 102752-04 as Lessor and Image Media Advertising, Inc. as Lessee (as amended, the "11650 Lease").
- F. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "2845 Land") located in Des Plaines, Cook County, Illinois, legally described in Exhibit F attached hereto and made a part hereof, pursuant to that certain Lease and Easement Agreement dated August 31, 2005, by and between Harp Des Plaines, LLC, as Lessor and Outdoor Partners, L.L.C., as Lessor (as amended, the "2845 Lease").
- G. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "11500 Land") located in Franklin Park, Cook County, Illinois, legally described in Exhibit G attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated April 6, 2001, by and between Village of Franklin Park, a municipal corporation as Lessor and Image Media, Inc., an Illinois corporation, and Eller Media Company, an Illinois corporation, as Lessee (as amended, the "11500 Lease")
- H. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "Addison Land") located in Addison Township, Durage County, Illinois, legally described in Exhibit H attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated March 9, 1983, by and between Benjamin Zaida as Lessor and Royal Outdoor Advertising as Lessee (as amended, the "Addison Lease").
- I. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "Berkeley Land") located in Berkeley, Cook County, Illinois, legally described in Exhibit I attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated March 1, 2016, by and between Village of Berkeley as Lessor and Mortgagor as Lessee (as amended, the "Berkeley Lease").
- J. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "2200 Land") located in Des Plaines, Illinois, legally described in Exhibit J attached hereto and made a part hereof, pursuant to that certain Lease Agreement dated August 11, 2003, by and between PAMCO Printed Tape & Label Co., Inc. as Lessor and Mortgagor as Lessee (as amended, the "2200 Lease").

- K. Mortgagor has heretofore acquired a leasehold interest in that certain parcel of land (the "2720 Land") located in Des Plaines, Illinois, legally described in Exhibit K attached hereto and made a part hereof, pursuant to that certain Sign Lease Agreement dated September 1, 2003, by and between River Road, L.L.C. as Lessor and Mortgagor as Lessee (as amended, the "2720 Lease").
- L. The 2409 Land, the 3590 Land, the 11044 Land, the 5317 Land, the 11650 Land, the 2845 Land, the 11500 Land, the Addison Land, the Berkeley Land, the 2220 Land and the 2720 Land are hereinafter collectively referred to as the "Land". The 2409 Lease, the 3590 Lease, the 11044 Lease, the 5317 Lease, the 11650 Lease, the 2845 Lease, the 11500 Lease, the Addison Lease, the Berkeley Lease, the 2220 Lease and the 2720 Lease are hereinafter collectively referred to as the "Leases".
- Nior, gagee has agreed to loan to Mortgagor (the "Loan") the principal amount of M. Twelve Million and 00/100 Dollars (\$12,000,000.00), which Loan is evidenced by a Line of Credit Mortgage Note of even date herewith made by Mortgagor payable to Mortgagee in the principal amount of Four Milion and 00/100 Dollars (\$4,000,000.00), and a Term Mortgage Note of even date herewith made by Mortgagor payable to Mortgagee in the principal amount of Eight Million and 00/100 Dolla's (\$8,000,000.00) (as amended, restated or replaced from time to time, collectively referred to herein as the "Notes"). Mortgagor has (or the principals of Mortgagor have) an interest in Borrover such that the making of the Loan represents a substantial economic benefit to Mortgagor that constitutes consideration sufficient for the making of this Mortgage.
- The obligations of Mortgagor under the Notes are secured by, among other things, N. this Mortgage, Easement Mortgages from Mortgagor or Related Entities (as defined below) and a Guaranty of Payment from Michael E. Scheid, individually ("Guarantor") (together with all other documents and instruments executed and delivered in connection with the Loan, CH'SO collectively the "Loan Documents").

#### **AGREEMENTS**

NOW, THEREFORE, Mortgagor, in consideration of said debt and the Receals set forth above and to secure the timely payment of all amounts owing under the Notes and the performance of the covenants and agreements herein and in the Loan Documents contained and to be performed by Mortgagor and/or Guarantor, to secure any and all other obligations of Mortgagor to Mortgagee, whether existing now or hereafter, and to secure any and all obligations of any Related Entity (as defined below) to Mortgagee, whether existing now or hereafter, does by these presents (all of the foregoing collectively referred to as the "Obligations"), does MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns, Mortgagor's leasehold estate in the Land arising under the Leases and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, together with any after-acquired fee title of Mortgagor in the Land, which is referred to as the "Real Estate":

TOGETHER with all and singular the easements, rights-of-way, licenses, privileges, tenements, appendages, hereditaments, waters, water courses, riparian rights, appurtenances, other rights, liberties and privileges thereunto belonging or in any wise appertaining, including without limitation any claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof; and also all the rents, issues, proceeds and profits now or hereafter accruing therefrom;

TOGETHER with all subrents, issues, profits, revenues, royalties, bonuses, receipts, rights and benefits due, payable or accruing or to accrue (including without limitation all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of the Real Estate (including without limitation those accruing during any period allowed by law for the redemption of the Real Estate after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable; provided that in assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee;

TOGETHER with all the estate, right, title and interest, if any, of Mortgagor (including without limitation any after acquired title, franchise or license and the reversions and remainders thereof), in and to the land lying within any alley, way, street, roadway, strips and gores, or beds adjoining the Real Estate;

TOGETHER with all property and rights, if any, which by the express provisions of this instrument are required to be subjected to the ben hereof and any additional property and rights that from time to time hereafter, by installation or writing of any kind, may be subjected to the lien hereof by Mortgagor or by anyone on Mortgagor's behalf;

TOGETHER with all rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion with respect thereto;

TOGETHER with all of Mortgagor's estate, right, title and interest in and to improvements now or hereafter erected or placed on the Real Estate, and all materials intended for construction, reconstruction, alteration and repair thereof, all of which materials shall be included with the Real Estate and subjected to the lien hereof immediately upon the delivery thereof to the Real Estate, and, also, together with all machinery, equipment, apparatus, goods, systems, fixtures and items of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate or the improvements located thereon which are owned by Mortgagor, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate, including without limitation all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, electrical, communication and power equipment, systems and apparatus; all gas, water and electrical equipment, systems, fixtures and apparatus; and all elevators, escalators, switchboards, computers, engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all renewals, additions and accessories to and replacements of and substitutions for each and

all of the foregoing (all such machinery, equipment, apparatus, goods, systems, fixtures, renewals, additions, accessories, replacements and substitutions are a part of the Real Estate and are declared to be a portion of the security for the indebtedness secured hereby whether in single units or centrally controlled, and whether physically attached to the Real Estate or the improvements thereon, or not; and the enumeration of any specific items of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated); and all revenues, receivables, income and accounts now or hereafter acquired and arising from any or all of the foregoing; and the proceeds of any and all of the foregoing;

TOGETHER with all of Mortgagor's estate, right, title and interest in and to judgments, settlements, awards and other compensation heretofore made or hereafter to be made to the presert and all subsequent owners of the Real Estate for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Estate or any easement or appurtenance thereof, including without limitation for severance and consequential damage therefor or for change in grade of streets. All of the foregoing enumerated in this and the preceding paragraphs, together with the Real Estate, are herein sometimes collectively referred to as the "Premises". All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or aimexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mort aged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Real Estate and to be appropriated to the use of the Real Estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to an of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the Real Estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor covenants that it is lawfully seized of the Premises, that the same are unencumbered (exc.pt is herein provided in Section 1 below), and that it has good right, full power and lawful authority to convey and mortgage the same.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- 1. <u>Title</u>. Mortgagor has good and marketable leasehold interest in and to the Premises, subject only to those title exceptions accepted in writing by Mortgagee prior to Loan Opening, and is lawfully seized and possessed of the same, and has the full power, authority and right to convey the same and to execute and deliver this Mortgage; and the Premises are unencumbered except as may be herein expressly provided.
- 2. <u>Maintenance, Repair and Restoration of Improvements, Payment and Contest of Prior Liens, Etc.</u>
- (a) Mortgagor shall (i) promptly repair, restore or rebuild any improvements now or hereafter on the Premises which may become damaged or be destroyed; (ii) keep the

1921841230 Page: 7 of 41

## **UNOFFICIAL COPY**

Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in Section 2(b) hereof; (iii) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete within a reasonable time any improvements now or at any time in the process of erection upon the Premises; (v) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (vi) make no material alterations in the Premises except as required by law or municipal ordinance, (vii) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (viii) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent; and (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof.

Arything in Section 2(a)(ii) of this Mortgage to the contrary (b) notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Lier not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided; (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten days after Mortgagor has been notified of the assertion of such Lien, Mortgagor snall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien; and (iii) that 'Mor gagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, at the place of payment designated in the Notes, either (1) a sum of money which shall be sufficient in the judgment of Mortgagee to pay it full such Lien and all interest which might become due thereon, and shall keep on deposit up amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable; or (2) an endorsement to the Title Folicy, in form and substance reasonably acceptable to Mortgagee, insuring Mortgagee against any loss or damage that may be incurred as a result of or in connection with such Lien. In case Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to he extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part the cof then unpaid, together with all interest thereon. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money on deposit. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

- Mortgagor will not cause or permit the Premises to be in violation of, or (c) do anything or permit anything to be done which will subject the Premises to, any remedial obligations under any applicable environmental laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended, and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980 and the Hazardous and Solid Waste Amendments of 1984, as amended. Mortgagor will, to the extent required by the Requirements, disclose to the applicable governmental authorities all relevant facts, conditions and circumstances, if any, pertaining to the Premises and will promptly notify Mortgagee in writing of any existing, pending or, to the actual knowledge of Mortgagor, threatened investigation or inquiry by any governmental authority in connection with any applicable environmental laws. Mortgagor shall obtain any and all applicable permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Premises by reason of any applicable environmental laws. Mortgagor will not use the Premises or allow the Premises to be used in a manner which will result in the disposal or other release of any hazardous substance or solid waste on or to the Premises and covenants and agrees to keep or cause the Premises to be kept free of any hazardous waste or contaminants and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery at its sole expense. In the event Mortgagor does not remove the same or take such action within ten days after rotice to Mortgagor, except in case of an emergency, in which event no notice need be given, and except where Lender's security is not impaired by such default by Mortgagor and such default cannot reasonably be cured within such ten-day period, only if Mortgagor fails to commence such cure within such ten-day period, to proceed with such cure thereafter in a reasonably diligent manner and to complete such cure within 30 days after service of such notice, Mortgagee may (but shall have no obligation) either declare an Event of Default under this Mortgage and exercise any and all remedies hereunder or cause the Premises to be freed from the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law), and the cost of the removal or such other action shall be a demand obligation owing by Mortgagor to Mortgagee pursuant to this Mortgage and shall be subject to the provisions of Section 11 hereof. Mortgagor grants to Mo tgagee and its agents and employees access to the Premises and the license (but Mortgagee shall have no obligation) to remove the hazardous waste or contaminants (or if removal is prohibited by law, to take whatever action is required by law).
- 3. Payment of Taxes. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (a) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy the same; (b) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same; and (c) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and, in the absence of such appointment, then at the place of payment designated in the Notes, a sum of money which (when added to

1921841230 Page: 9 of 41

### UNOFFICIAL COPY

funds, if any, then on deposit for such taxes) shall be sufficient in the judgment of Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of Mortgagee, such increase is advisable. In lieu of such deposit, Mortgagor may deliver to Mortgagee an endorsement to the Title Policy, in form and substance reasonably acceptable to Mortgagee, insuring Mortgagee against any loss or damage that may be incurred as a result of or in connection with such taxes. In case Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money on deposit. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Mortgagor shall forthwith upon demand either (i) deposit with Mortgagee a sum which when added to the funds then on deposit shall be sufficient to make such payment in full, or (ii) in case Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to a sufficient amount. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such tay es and assessments or that part thereof then unpaid, together with all penalties and interest thereof Oprovided Mortgagor is not then in default) when so requested in writing by Mortgagor and fur tished with sufficient funds to make such payment in full and with an official bill for such taxes.

4. Mortgage as Fixture Filing Financing Statement. This Mortgage is intended to serve as a fixture filing with respect to personal property and fixtures described in this Mortgage pursuant to the terms of the applicable provisions of the Uniform Commercial Code of the State of Illinois. The filing is to be recorded with the Recorder's of Deeds of Cook and DuPage County, Illinois. In that regard, the following information is provided:

Name of Debtor: Image Media Advertising Incorporated

Type of Organization: Corporation

State of Organization: Illinois

Organizational Number: 55512256

Address of Debtor: 5101 Darmstadt Road, Suite A

Hillside, Illinois 60162

Name of Secured Party: Republic Bank of Chicago

Address of Secured Party: 2221 Camden Court

Oak Brook, Illinois 60523

1921841230 Page: 10 of 41

## **UNOFFICIAL COPY**

#### 5. Insurance Coverages.

- (a) Mortgagor shall maintain insurance issued by companies, and on forms, amounts and coverage satisfactory to Lender, containing waiver of subrogation and mortgage clauses in favor of Lender and providing for at least thirty (30) days' written notice to Lender in advance of cancellation of said policies for non-payment of premiums or any other reason or for material modification of said policies and thirty (30) days' written notice to Lender in advance of payment of any insurance claims under said policies to any person. Without limiting the generality of the foregoing, such policies shall include hazard insurance on the improvements for the full replacement cost thereof, workers compensation insurance and comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate coverage, with an umbrella policy in the name or for the benefit of Mortgagor of Five Million Dollars (\$5,000,000);
- (b) UNLESS MORTGAGOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED ABOVE, LENDER MAY PURCHASE SUCH INSURANCE AT MORTGAGOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE PREMISES. THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT MORTGAGOR MAKES OR ANY CLAIM THAT IS MADE AGAINST MORTGAGOR IN CONNECTION WITH THE PREMISES. MORTGAGOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT UNDY AFTER PROVIDING LENDER WITH EVIDENCE THAT MORTGAGOR HAS OPTAINED INSURANCE AS REQUIRED ABOVE, IF LENDER PURCHASES INSURANCE FOR THE PREMISES, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN.
- 6. Covenant to Rebuild. Upon any loss or damage, Mortgagor shall immediately notify Mortgagee in writing, and the loss, if any, under each Insurance Policy shall be adjusted with the insurance company reasonably and in good faith by Mortgagee and all insurance proceeds shall be paid directly and solely to Mortgagee and applied to the Loan and the Obligations, the excess if any to be held as collateral by Mortgagee for the Loan and used for the first funds required thereafter in respect of the improvements. Each insurance company is authorized and directed to make such adjustment with Mortgagor and Mortgagee and payment directly and solely to Mortgagee, and the Insurance Policies shall so stipulate, subject to the provisions set forth below. Mortgagor and Mortgagee shall sign all receipts, vouchers and releases required by the insurance companies in respect of the foregoing. Mortgagee shall not incur any liability in connection with the adjustment or collection of insurance claims and proceeds (or the failure thereof) regardless of the cause of such failure. If any sum or sums of

1921841230 Page: 11 of 41

## **UNOFFICIAL COPY**

money are received by Mortgagee by reason of any such insurance as aforesaid (the "insurance proceeds"), Mortgagee at its sole option may elect to apply such monies in payment or reduction of the indebtedness secured hereby, whether due or not, and if the same are insufficient to pay such amount in full, Mortgagee may at its option declare the indebtedness secured hereby to be due and payable forthwith and avail itself of any of the remedies provided herein or in the other Loan Documents as in a case of default.

Notwithstanding the foregoing, provided: (i) no Event of Default (as hereinafter defined), or event which with the lapse of time or the giving of notice or both shall constitute an Event of Default, has occurred and is continuing; and repairs and/or restoration are capable of being completed prior to the Maturity Dates of the Notes, Mortgagor shall rebuild or restore the improvements on the Premises and Mortgagee shall apply the insurance proceeds to reimburse Mortgagor for the cost thereof in accordance with this Section 6.

The following provisions shall apply regardless of whether Mortgagee elects or is required to apply insurance proceeds to reimburse Mortgagor as provided above:

- (a) Upon any damage to or destruction of the Premises, the Premises shall be restored or rebuilt so as to be of at least equal value and quality and substantially the same character as the Premises were prior to such damage or destruction (if the improvements were completed prior to such damage or destruction) or as the Premises would have been after completing the improvements (if the improvements were not completed prior to the damage or destruction). In the case of loss or damage to improvements, Mortgagor shall make emergency, permanent or temporary repairs or restore and replace the damaged or destroyed property in order to reduce or prevent further loss or so as not to impede or interfere with the normal operation of the Premises. The repair or reconstruction shall be effected in accordance with plans as approved by Mortgagee.
- As soon as reasonably possible after any loss, damage or destruction, Mortgagor shall furnish Mortgagee with an estimate of the cost of repairs, rebuilding and replacement (hereinafter called "restoration") prepared by an architect or other experienced construction cost estimator selected by Mortgagor and approved by Mortgagee, which approval shall not be unreasonably withheld or unduly delayed. If Mortgagee ejects or is required to reimburse Mortgagor out of insurance proceeds, and the insurance proceeds in the hands of Mortgagee (after deducting all costs incurred by Mortgagee in collecting said insurance proceeds) are not sufficient to pay for the cost of restoration as so estimated. Mortgagor forthwith shall deposit with Mortgagee the amount estimated to be necessary to complete restoration, taking into account the amount of the insurance proceeds held by Mortgagee, and such amount deposited by Mortgagor shall be similarly held in trust by Mortgagee and disbursed as hereinafter provided. If Mortgagor shall fail to deposit the estimated amount necessary to complete restoration as aforesaid within thirty (30) days after receipt of said insurance proceeds, Mortgagee at its option shall have the right immediately to rescind its election to reimburse Mortgagor out of insurance proceeds, and to apply such proceeds to the payment of the indebtedness secured hereby, and if the same are insufficient to pay such amount if full, Mortgagee may at its option declare the indebtedness secured hereby to be due and payable forthwith and avail itself of any of the remedies provided herein in a case of default.

1921841230 Page: 12 of 41

### UNOFFICIAL COPY

(c) If Mortgagee elects or is required to reimburse Mortgagor out of insurance proceeds, and if the insurance proceeds held by Mortgagee are estimated to be sufficient to pay for the restoration or, if such proceeds are insufficient and Mortgagor has deposited with Mortgagee an additional amount sufficient to pay for the restoration, Mortgagee shall pay out from time to time, but not more frequently than monthly, as restoration progresses, the cost of such restoration work which has been completed, as if such insurance proceeds were proceeds of the Loan. If such damage or destruction shall have occurred prior to the final disbursement of Loan proceeds, all proceeds of fire or casualty insurance and funds deposited with Mortgagee by Mortgagor in accordance with Section 6(b) above shall first be fully disbursed before the disbursement of any further proceeds of the Loan.

Upon completion of the restoration any monies held by Mortgagee and not required to be applied to the restoration as aforesaid shall be applied first to the payment of accrued and unpaid interest on the outstanding principal balance of the Loan, and then to the payment of the outstanding principal balance of the Loan.

- in case of loss after foreclosure proceedings have been instituted, the (d) proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that Mortgagee's clause attached to each of said in unance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgago, to assign any and all insurance policies to the purchaser at the sale, or to take such other s'eps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.
- (e) Mortgagor agrees that in the event the Premises are damaged or destroyed by fire or other casualty, Mortgagor will repair and restore the Premises as provided in Section 6(a) hereof without regard to the availability or adequacy of insurance proceeds with respect to such damage, destruction or casualty. Nothing herein contained shall be deemed to excuse Mortgagor from such obligation.

1921841230 Page: 13 of 41

- Mortgagee's Interest In and Use of Deposits. Upon the occurrence of an Event of 7. Default hereunder, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to any provision of this Mortgage against any of Mortgagor's obligations herein contained, in such order and manner as Mortgagee may elect. Mortgagee will give Mortgagor notice that it has so applied money on deposit, but such notice shall not be a condition to Mortgagee's right to so apply money. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgages, rovided, however, that neither Mortgagee nor said depository shall be liable for any failure to arriv to the payment of taxes and assessments or insurance premiums any amount so deposited unless. Mortgagor, while not in default hereunder, shall have requested said depository in writing to make coplication of such funds to the payment of the particular taxes or assessments or the payment of the perticular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.
- 8. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tak is due or becomes due in respect of the issuance of the Notes, or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Notes, or recording of this Mortgage.
- Effect of Extensions of Time and Amendments. If the payment of the indebtedness secured by this Mortgage or any part thereof po extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release. Any person or entity taking a junior mortgage or other lien upon the Premises or any interest therein, shall take said lien subject to the rights of Mortgagee hereir to amend, modify, and supplement this Mortgage, the Loan Documents, or any other document or instrument evidencing, securing, or guaranteeing the indebtedness hereby secured and securing, or guaranteeing the indebtedness hereby secured and to vary the rate of interest and the rathod of computing the same, and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing in this Section 9 contained shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Premises be sold, conveyed, or encumbered.

1921841230 Page: 14 of 41

- after this date of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the Holders, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable 90 days from the giving of such notice.
- Mortgagee's Performance of Defaulted Acts; Subrogation. In case a default hereunder shall occur and not be cured on or before the expiration of any applicable grace or cure period, Mortgagee may, but need not make any payment or perform any act herein or in any Loan Documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and, make paymen's of any rents due or to become due or perform any act under the Leases, and purchase, discharge compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale of forfeiture affecting the Premises or contest any tax or assessment. All monies paid 'or any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable upon demand and with interest thereon at the Default Rate. Ir action of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should the proceeds of the Notes or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereuncer, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.
- 12. <u>Mortgagee's Reliance on Tax Bills, Etc.</u> Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

1921841230 Page: 15 of 41

- Acceleration of Indebtedness in Case of Default. Each of the following shall constitute an Event of Default under this Mortgage: (a) the occurrence of an "Event of Default" as defined in any of the terms and provisions of any of the Loan Documents (other than this Mortgage) securing the indebtedness secured hereby; or (b) if default be made in the due and punctual payment any amounts due under the Notes or if default shall occur and continue for ten (10) days after written notice in the payment of any other sum due thereunder or hereunder, unless a different (or no) cure period is otherwise expressly specified in this Mortgage; (c) any default under any other obligation of Mortgagor to Mortgagee (subject to applicable notice and cure provisions, if any); (d) any default by any Related Entity under any obligation of such Related Entity to Lender, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, subject to applicable cure periods, if any, a "Related Entity" being defined as Michael E. Scheid, Tina Scheid or any entity owned of controlled, directly or indirectly, by Michael E. Scheid and/or Tina Scheid; (e) if the Premises shall be abandoned; (f) if Mortgagor shall fail to maintain the insurance policies described in Section 5 hereof; or (g) if default shall be made in the due observance or performance of any other of the non-monetary covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor and such default shall continue for 30 days after service of written notice thereof or, where Mortgagee's security is not impaired (other than in a de minimis manner) by such nonmonetary default and if such non-nor etary default cannot reasonably be cured within said 30day period, the failure to commence curing said default within said 30-day period, to proceed with such cure thereafter in a reasonably diligent manner, and to complete such cure within 90 days after expiration of such 30-day period, the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.
- If an Event of Default has occurred Foreclosure; Expense of Litigation. hereunder, or when the indebtedness hereby secured, or ary part thereof, shall become due, either (a) by lapse of time; (b) by acceleration under any of the provisions of the Notes, this Mortgage or of any other instrument evidencing or securing the Loan; or (c) otherwise, Mortgagee shall have the right to foreclose the lien hereof for such investedness or part thereof and to exercise any one or more of the remedies provided under Illinois la v. It is further agreed that if default be made in the payment of any part of the secured indebtedness and such default shall not be cured on or before the expiration of any applicable grace or cure period, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right, to the extent permitted by law, to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 14. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a

1921841230 Page: 16 of 41

## **UNOFFICIAL COPY**

foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the Premises pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

In connection with any foreclosure of the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgagee under this Mortgage or the 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, whether by force or after the entry of any decree or judgment of foreclosure, by or on behalf of Mortgagee for reasonable attorneys' fees and expenses, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with espect to title and value as Mortgagee 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 expenditures and expenses of the nature in this Section 14 mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage 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 immediately due and payrio'c by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

Without limiting the liability of Mortgagor as set forth at ove, Mortgagor shall indemnify Mortgagee and its officers, directors, employees and agents, and 'iold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of (i) the operation or maintenance of the Premises: or (ii) any other action or inaction by, or matter which is the responsibility of, Mortgagor.

If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (the "Act"), the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure,

1921841230 Page: 17 of 41

## **UNOFFICIAL COPY**

and whether or not enumerated in this Mortgage, shall be added to the Indebtedness secured by this Mortgage and the judgment of foreclosure.

- 15. <u>Application of Proceeds of Foreclosure Sale</u>. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the order set forth in the Act.
- Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, or at any time as permitted by law, wherever Mortgagee is entitled to possession of the Premises, at Mortgagee's request, the court in which such complaint is filed shall appoint a receiver of the Premises and Mortgagor hereby consents to such appointment in accordance with the Act. Such appointment may be made either before or after sale, without notice to the extent permitted by law, without regard to the solvency or insolvency of Mortgagor at the time of a plication for such receiver and without regard to the then value of the Premises or whether the carle shall be then occupied as a homestead or not and Mortgagee hereunder or any Holders may be appointed as such receiver. Such receiver shall have possession of the Premises and other proporty subject to this Mortgage during the foreclosure, shall have the full power and authority to operate, manage and conserve such property, and shall have the usual powers of receivers in like cases. Without limiting the foregoing, such receiver shall have the power and authority: (a) to co'iec the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there is redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide, subject to court approval, for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder 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, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (c) insure the Premiser against loss by fire or other casualty; (d) employ counsel, custodian, janitors or other help; and (z) 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. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (x) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (y) the deficiency in case of a sale and deficiency.
- 17. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the

1921841230 Page: 18 of 41

### UNOFFICIAL COPY

Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee, in its discretion, upon request may, with or without force and with or without process of law, to the extent permitted by law enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is subordinate to the lien bereof to the extent provided by any non-disturbance agreements; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may, subject to court approval, provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder 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 convined therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithst unding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any fore logure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; (f) to receive all of such avails, rents, issues and profits; and (g) during the pendency of legal proceedings to foreclose the lien hereof to exercise the powers as are granted by Illinois statutes; hereby granting that power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, except any such liability, loss, damage, claim or demand arising from the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and expenses, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

1921841230 Page: 19 of 41

## **UNOFFICIAL COPY**

- 18. <u>Application of Income Received by Mortgagee</u>. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:
- (a) to the payment of the operating expenses of the Premises (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (a) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the reasonable judgment of Mortgagee, make it readily marketable; and
- (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.
- 19. <u>Mortgagee's Right of Inspection</u>. Mortgagee shall have the right to inspect the Premises at all reasonable times and access the cost shall be permitted for that purpose.
- 20. <u>Condemnation</u>. In the event the <u>Premises</u> are taken or damaged under the power of eminent domain or by condemnation, or by conveyance in lieu thereof, Mortgagor shall restore or rebuild the Premises. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim, for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, and if the same are insufficient to pay such amount in full, Mortgagee may, at its option, declare the indebtedness secured hereby to be due and payable forthwith and avail itself of any of the remedies provided herein as in the case of a default.

Notwithstanding the foregoing, if (i) no Event of Default or event which with the lapse of time or the giving of notice or both shall constitute an Event of Default has occurred and is continuing; repairs and/or restoration is capable of being completed prior to the Matarity Date of the Notes, Mortgagor shall rebuild or restore the improvements on the Premises, and the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost thereof, in accordance with plans as approved by Mortgagee. The proceeds of the award shall be paid out in the same manner as is provided in Section 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, be applied first to the payment of accrued and unpaid interest on the outstanding principal balance of the Loan, and then to the outstanding principal balance of the Loan.

1921841230 Page: 20 of 41

- 21. Release upon Payment and Discharge of Mortgagor's Obligations. If Mortgagor shall fully pay all principal and interest under the Notes and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 22. Giving of Notice. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received as provided in the Notes.
- Waver of Defense; Remedies Not Exclusive. No action for the enforcement of 23. the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce my other security now or hereafter held by Mortgagee, it being agreed that Mortgagee snall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitte i, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of Mortgagor hereunder shall be implied from any omission by Mortgagee or Holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include interest at the penalty or Default Rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee or Holders at any time thereafter to demand and collect payment of interest at such post maturity or penalty rate or of late charges, if any.

1921841230 Page: 21 of 41

- 24. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor, to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption, the benefits of all present and future valuation, appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.
- 25. Furnishing of Financial Statements to Mortgagee. Mortgagor shall deliver or cause to be delivered to Mortgagee financial statements for Mortgagor and Guarantor as required by the provisions of tree Notes.
- 26. <u>Binding on Successors and Assigns</u>. This Mortgage and all provisions hereof shall be binding upon Mortgager and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of Mortgagee.
- 27. <u>Definitions of "Mortgagor" and "Mortgagee</u>." The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns, and (c) all owners from time to time of the Premises. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.
- 28. <u>Captions</u>. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- 29. <u>Business Loan Recital</u>. Mortgagor represents and agrees that the obligation secured hereby: (a) constitutes a business loan which comes when the purview of 815 ILCS 205/4(1)(c) (1992 Ed.); and (b) is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq.
- 30. Execution of Separate Security Agreement, Financing Statement, Etc. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instruments in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, as the case may be, which in the sole opinion of Mortgagee is essential to the operation of the Premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the state in which the Premises are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect,

1921841230 Page: 22 of 41

### UNOFFICIAL COPY

preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

- Partial Invalidity; Maximum Allowable Rate of Interest. 31. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Loan Documents comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or the Loan Documents is found by a court of law to be in violation of any applicable local, state or federal or in nee, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage and the Loan Documents to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Loan Documents shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Morigagor and Mortgagee under the remainder of this Mortgage and the Loan Documents shall continue in full force and effect. All agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of the incebedness secured hereby, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Loan Documents or any other agreement referred to here in at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the indebtedness secured hereby and not to the payment of interest.
- 32. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.
- 33. <u>Maintenance of Mortgagor's Interests</u>. In the event that Mortgagor shall, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or mortgage (or permit the same by another person or entity) the Premises or any part thereof, such action or failure to act shall constitute an Event of Default under this Mortgage and Mortgagee shall have the right, at its election under Section 13 hereof, to declare immediately due and payable the entire indebtedness secured hereby.

- 34. <u>Applicable Law.</u> This Mortgage and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois, without regard to Illinois choice of law principles.
- 35. <u>Future Advances</u>. This Mortgage secures all future advances made under the provisions of the Notes and this Mortgage, which future advances have the same priority as if all such future advances were made on the date of execution hereof. Nothing in this Section 35 or in any other provision of this Mortgage shall be deemed an obligation on the part of Mortgagee to make any future advances other than in accordance with the terms and provisions of this Mortgage.
- 36. Additional Indebtedness Secured. All persons and entities with any interest in the Real Estate or about to acquire any such interest should be aware that this Mortgage secures more than the stated amounts of the Notes and interest thereon; this Mortgage secures any and all other amounts which may become due under the Notes and any document or instrument evidencing, securing or otherwise affecting the indebtedness secured hereby, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Real Estate or to otherwise protect the Premises or the lien of this Mortgage.
  - 37. <u>Leases</u>. Mortgagor hereby represents, warrants and covenants:
- (a) That the terms and previsions of the Leases are in full force and effect and unmodified.
- (b) That all rents (including additional rents and other charges) reserved in the Leases have been paid to the extent that they were payto'e prior to the date hereof.
- (c) The quiet and peaceful possession of Mortgagee, and Mortgagor further agrees to defend the leasehold estate created under the Leases for the entire remainder of the term set forth therein against all and every person or payment of the rents in the Leases reserved and subject to the performance and observance of all of the terms, covenants, conditions, and warranties thereof.
- (d) That there is no existing default by Mortgagor, or to the best of Mortgagor's knowledge, by the lessors, under the provisions of the Leases or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of Mortgagor or, to the best of Mortgagor's knowledge, the lessors under the Leases to be observed and performed.
- (e) That Mortgagor shall at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions contained in and comply with the terms and conditions of the Leases, and Mortgagor further covenants that upon the occurrence of an Event of Default (as defined in the Leases) under the Leases, an Event of Default shall be deemed to have occurred under the Loan Documents and Mortgagor shall be subject to all of the rights and remedies of Mortgagee in this Mortgage contained.

1921841230 Page: 24 of 41

### UNOFFICIAL COPY

- (f) That Mortgagor shall not modify, extend, or in any way alter the terms of the Leases or cancel or surrender the Leases, or waive, execute, condone, or in any way release or discharge the lessors of or from the obligations, covenants, conditions, of the lessors thereunder to be done and performed; and Mortgagor does by these presents expressly release, relinquish, and surrender unto Mortgagee all of its right, power and authority to cancel, surrender, amend, modify, or alter in any way the terms and provisions of the Leases and any attempt on the part of Mortgagor to exercise any such right without the written authority and consent of Mortgagee thereto being first had and obtained, which consent shall not be unreasonably withheld, conditioned or delayed, shall be null and void and shall constitute an Event of Default under the terms hereof.
- (g) That it shall be an Event of Default hereunder if Mortgagor fails to give Mortgagee inmediate notice of an Event of Default under the Leases or of the receipt by Mortgagor of any patice of an Event of Default from the lessors, or if Mortgagor fails to furnish to Mortgagee upon 1723 (5) business days after request any and all information which it may reasonably request concerning the performance by Mortgagor of the covenants of the Leases, or if Mortgagor fails to permit Mortgagee or its representative at all reasonable times to make investigation or examination concerning the performance by Mortgagor of the covenants under Mortgagor further covenants and agrees that it shall promptly deposit with Mortgagee executed copies of the Leaves, and an estoppel certificate from the lessors under the Leases, within thirty (30) days of request by Mortgagee and in such form and content as shall be satisfactory to Mortgagee, as well as any and all documentary evidence received by it showing compliance by Mortgagor with the provisions of the Leases. Mortgagor shall also deposit with Mortgagee an exact copy of any notice, communication, plan, specification, or other instrument or document received or given by it in any way relating to or affecting the Leases which may concern or affect the estate of the lessors or Mortgagor under the Leases or in the Premises.
- (h) To the extent permitted by law, the price payable by Mortgagor, or by any other party so entitled, in the exercise of the right of redemption, if any, from the sale under order or decree of foreclosure of this Mortgage shall include at rents paid and other sums advanced by Mortgagee, on behalf of Mortgagor, as tenant under the Leases.
- Estate subject to the Leases, whether by exercise of any purchase option comained in the Leases or otherwise, so long as any of Mortgagor's obligations to Mortgagee remain unpaid, the fee title to and the leasehold estate in the Real Estate, or any portion thereof, shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates either in the lessor or the lessee under the Leases or in a third party, by purchase or otherwise. Mortgagor shall not agree to any merger of the leasehold and fee without the prior written consent of Mortgagee.
- 38. <u>Maximum Indebtedness</u>. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured hereby exceed an amount equal to two times the amount of the Loan; provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the aggregate face amounts of the Notes.

(Balance of page intentionally left blank-Signature Page follows)

1921841230 Page: 25 of 41

# **UNOFFICIAL COP**

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

MORTGAGOR:

**IMAGE MEDIA ADVERTISING** 

Property of Cook County Clark's Office

1921841230 Page: 26 of 41

## **UNOFFICIAL COF**

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael E. Scheid, President of IMAGE MEDIA ADVERTISING INCORPORATED, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes increin set forth.

CIVEN under my hand and Notarial Seal this day of August, 2019

RBC/IM/LEASEHOLD MORTGAGE IN (AI /3 .DOC



1921841230 Page: 27 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION OF 2409 LAND**

THE WEST 30.00 FEET OF THE EAST 55.00 FEET OF LOTS 4, 5 AND 6 IN BLOCK 5 IN EDWARD I. TINKHAM'S ADDITION TO HOLSTEIN, BEING THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ILLINOIS AND WISCONSIN RAILROAD, IN COOK COUNTY, ILLINOIS.

PIN:

14-30-315-020-0000

COMMONLY & NOWN AS: 2409-13 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60647

1921841230 Page: 28 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT B**

#### **LEGAL DESCRIPTION OF 3590 LAND**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 20; THENCE WEST ALONG SAID NORTH LINE, 216.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH LINE, 100.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO THE EASTERLY LINE OF THE EASEMENT FOR VIADUCT STRUCTURE GRANTED TO THE ILLINOIS TOLL HIGHWAY, 100.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4, 100.00 FEET; THENCE NORTHEAST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN:

12-20-400-034-0000

COMMONLY KNOWN AS: 3595 NORTH MANNHEIM ROAD FRANKLIN PARK, ILLINOIS 60131

1921841230 Page: 29 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT C**

#### LEGAL DESCRIPTION OF 11044 LAND

THAT PART OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 16913782, IN BOOK 54903. PAGE 331, SAID POINT BEING 1107.13 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHY/F3T 1/4 THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 23 MINUTES 10 SECONDS. MEASURED IN THE NORTHEAST OUADRANT WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET, THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST AT A POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 30 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT, THENCE EASTERLY IN SAID PARALLEL LINE 697.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING EASTERLY ON THE LAST DESCRIBED LINE. NORTH 79 DEGREES 23 MINUTES 10 SECONDS EAST, 65.00 FEET. THENCE NORTH 10 DEGREES 36 MINUTES 50 SECONDS WEST, 90.00 FEET, THENCE SOUTH 79 DEGREES 23 MINUTES 10 SECONDS WEST, 65.00 FEET, THENCE SOUTH 10 The 1/8 Office DEGREES 36 MINUTES 50 SECONDS EAST, 90.0 FEET, TO THE POINT OF BEGINNING.

PIN:

12-20-300-065-0000

COMMONLY KNOWN AS: 11044 KING STREET

FRANKLIN PARK, ILLINOIS 60131

1921841230 Page: 30 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT D**

#### **LEGAL DESCRIPTION OF 5317 LAND**

LOT 18 AND LOT 19 IN BLOCK 1 IN PETER SHIMP'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN:

20-09-421-036-0000

KNOW OF COOK COUNTY CLORES OFFICE COMMONLY KNOWN AS: 5317-19 S. WENTWORTH AVENUE

1921841230 Page: 31 of 41

### **UNOFFICIAL COPY**

#### **EXHIBIT E**

#### **LEGAL DESCRIPTION OF 11650 LAND**

A PARCEL OF LAND IN THE SOUTHWEST FRACTIONAL OF SECTION 19 AND THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF GRAND AVENUE, 928.06 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 03 DEGREES, 59 MINUTES, 57 SECONDS EAST AT RIGHT ANGLES TO SAID CENTERLINF, A DISTANCE OF 734.53 FEET TO PLACE OF BEGINNINGS; THENCE SOUTH 85 DEGREES, 26 MINUTES, 43 SECONDS EAST, 448.48 FEET; THENCE NORTH 03 DEGREES, 49 MINUTES, 17 SECONDS EAST, 391.20 FEET TO A POINT TO TANGENCY, WITH A CURVED LINE THENCE NORTHEASTERLY ALONG SAID CURVE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 1105.98 FEET, A DISTANCE OF 415.05 FEET; THE LICE NORTH 25 DEGREES, 19 MINUTES, 24 SECONDS EAST; TANGENT TO THE LAST CURVE, A DISTANCE OF 81.30 FEET TO A LINE THAT IS 75.00 FEET WESTERLY (BY RIGHT ANGLE MEASURE) OF THE CENTERLINE OF THE MOST WESTERLY OR NORTH JOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID TRACK IS NOW LOCATED AND ESTABLISHED; THENCE NORTH 00 DEGREES, 02 MINUTES, 23 SECONDS WEST ON SAID LINE, 205.20 FEET; THENCE SOUTH 5° DEGREES, 21 MINUTES, 27 SECONDS WEST, 159.14 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH 59 DEGREES, 21 MINUTES, 27 SECONDS WEST ALONG A LINE FORMING AN ANGLE OF 31 DEGREES (IN THE SOUTHWEST QUADRANT) WITH SAID SOUTH LINE OF SOUTHWEST FRACTIONAL 1/4, A DISTANCE OF 71.27 FEET OF THE NORTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED FEBRUARY 5, 1958 AS DOCUMENT 17127503; THENCE SOUTH 50 DEGREES, 08 MINUTES, 07 SECONDS WEST ON THE SOUTHEASTURLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT 17127008, A DISTANCE OF 483.37 FEET TO A POINT IN THE AFORESAID LINE EXTENDED NORTH, WHOSE BEARING WAS NORTH 03 DEGREES, 59 MINUTES, 57 SECONDS EAST; THENCE SOUTH 03 DEGREES, 59 MINUTES, 57 SECONDS WEST ON SAID LINE, A DISTANCE OF 606.98 FEET TO THE PLACE OF BEGINNING, ALSO DESCRIBED AS:

#### ALSO BEING DESCRIBED AS:

LOT I IN J.L.W.-I.C.C. INDUSTRIAL CENTER, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19 TOWNSHIP 40 NORTH, RANGE 12, AND THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS:

1921841230 Page: 32 of 41

# **UNOFFICIAL COPY**

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 02 DEGREES, 08 MINUTES, 15 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 31.55 FEET; THENCE SOUTH 56 DEGREES, 10 MINUTES, 56 SECONDS WEST, 330.67 FEET, THENCE SOUTH 52 DEGREES, 23 MINUTES, 32 SECONDS WEST, 189.50 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 48 DEGREES, 10 MINUTES, 27 SECONDS EAST ALONG SAID LOT LINE, 308.74 FEET, THENCE NORTH 57 DEGREES, 05 MINUTES, 09 SECONDS EAST ALONG SAID LOT LINE, 230.62 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PINS:

12-19-300-020-0000; AND 12-30-102-001-0000

COMMONLY KNOWN AS: 11650 WEST GRAND AVENUE, NORTHLAKE, IL 60164

1921841230 Page: 33 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT F**

#### **LEGAL DESCRIPTION OF 2845 LAND**

#### PARCEL 1:

LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE RIGHT-OF-WAY OF THE WISCONSIN CENTRAL RAILROAD IN COOK COUNTY ILLINOIS.

#### PARCEL 2:

LOTS 4, 5, 6, 7, 8 AND 9 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26 BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO GRCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD IN COOK COUNTY ILLINOIS ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1925 AS DOCUMENT 9073142.

#### PARCEL 3:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILFOAD, NOW THE WISCONSIN CENTRAL, SAID WESTERLY RIGHT-OF-WAY ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARD PLACE, AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, 263.65 FEET; THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK FOR A DISTANCE OF 110.95 FEET TO A POINT ON A LINE WHICH IS 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK; THENCE NORTHERLY ALONG SAID PARALLEL LINE, 238.32 FEET TO THE SOUTH LINE OF SAID PRATT AVENUE; THENCE WESTERLY ALONG SAID PRATT AVENUE, 113.77 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

1921841230 Page: 34 of 41

## **UNOFFICIAL COPY**

#### PARCEL 4:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33. TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, NOW THE WISCONSIN CENTRAL, SAID WESTERLY RIGHT-OF-WAY ALSO BEING THE EASTERLY LINE OF A STREET KNOWN AS ORCHARO PLACE, AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, 263.65 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT-OF- WAY LINE, 303.40 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF- WAY GRANTED BY DOCUMENT 17087956; THEN CE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 114.0 FEET; THENCE EASTFRLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID PAILROAD COMPANY'S MAIN TRACK FOR A DISTANCE OF 32.52 FEET TO A POINT ON A LINE WHICH IF 26.50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN TRACK; THENCE NORTHERLY ALONG SAID PARALLEL LINE, 386.14 FEET; SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE, 110.95 FEET TO THE PLACE OF BEGINNING IN COCK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 1 AND THAT PART OF LOTS 2 TO 6, BOTH INCLUSIVE, IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRUICIPAL MERIDIAN LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 6 AFORESAID IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

THOSE PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN VACATED BY DOCUMENT 0021434116 IN COOK COUNTY, ILLINOIS.

1921841230 Page: 35 of 41

## **UNOFFICIAL COPY**

#### PARCEL 7:

THOSE PARTS OF LOT 10 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 15 TO 26, BOTH INCLUSIVE AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 703.6 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE RIGHT-OF- WAY OF THE WISCONSIN CENTRAL RAILROAD AND THAT PART OF LOT 27 IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE 12. THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 17087956 IN COOK COUNTY, ILLINOIS.

PINS:

09-33-300-001-0000 09-33-300-002-0000 09-33-300-003-0000 09-33-300-004-0000 09-33-300-006-0000 09-33-300-006-0000 09-33-300-008-0000 09-33-301-008-0000 09-33-301-014-0000 09-33-301-015-0000

COMMONLY KNOWN AS: 2845 MANHEIM ROAD, DES PLAINES, ILLINOIS 60018

Office

1921841230 Page: 36 of 41

# **UNOFFICIAL COPY**

#### **EXHIBIT G**

#### LEGAL DESCRIPTION OF 11500 LAND

#### PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND A LINE 110.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 61.04 FEET TO A LINE 60.00 FEET NORTHERLY (MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE NORTHERLY L'NE OF THE NORTHERN ILLINOIS TOLL HIGHWAY (SAID LINE HEREINAFTER REFERRED TO AS THE "NORTHERLY LINE OF WEST KING AVENUE"; THENCE SOUTH 79° 22' 23" WEST ALONG THE "NORTHERLY LINE OF WEST KING AVENUE" A DISTANCE OF 1515.58 FEET TO A LINE 1601.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19; AFORESAID: THENCE NORTH 00W47" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 733.17 FEET; THENCE SOUTH 89' 59" 13° WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00° 00° 4° EAST A DISTANCE OF 750.27 FEET TO THE "NORTHERLY LINE OF WEST KING AVENUE"; THENCE SOUTH 79° 22' 23" WEST A DISTANCE OF 190.31 FEET; THENCE SOUTH 89° 09' WEST A DISTANCE OF 421.41 FEET; THENCE NORTH 0047" WEST A DISTANCE OF 1033.26 FEET; THENCE SOUTH 89° 59' 13" WEST A DISTANCE OF 60.00 FEF. (\*) THENCE SOUTH 00° 00' 47" EAST A DISTANCE OF 1094.13 FEET; THENCE NORTH 80° 09' EAST A DISTANCE OF 485.07 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, THENCE NORTH 79° 22' 23" EAST ALONG SAID NORTHER LY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 47 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 34900, TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT, SAID LINE FORMING AN ANGLE OF 79° 23' 10", MEASURED IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 163.26 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST 1/4 AT A

1921841230 Page: 37 of 41

## **UNOFFICIAL COPY**

POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 50 FEET NORTHERLY OF (RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, HAVING A BEARING OF NORTH 79° 22' 23" EAST, A DISTANCE OF 1321.0 FEET; THENCE SOUTH 10° 37' 37" EAST A DISTANCE OF 50.0 FEET TO THE NORTHERLY LINE OF TOLL HIGHWAY; THENCE SOUTH 79° 22' 23" WEST A DISTANCE OF 1327.80 FEET TO THE POINT OF BEGINNING.

PIN:

12-19-400-027-0000

COMMONLY KNOWN AS: 11500 KING STREET, FRANKLIN PARK, ILLINOIS 60131

1921841230 Page: 38 of 41

# **UNOFFICIAL COPY**

#### **EXHIBIT H**

#### LEGAL DESCRIPTION OF ADDISON LAND

THE EAST 1/3 OF THAT PART OF THE WEST 5 ACRES OF THAT PART OF THE WEST 1/2, OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION AND RUNNING THENCE EAST OF SAID QUARTER SECTION LINE, 550.5 FEET; THENCE SOUTH PARALLEL TO THE QUARTER SECTION LINE, 1245 FEET TO THE CENTER OF LAKE STREET; THENCE NORTH 57.5 DEGREES WEST A'LONG THE CENTER OF SAID LAKE STREET, 633 FEET TO THE QUARTER SECTION L'NE; THENCE NORTH ON SAID QUARTER SECTION LINE, 814 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN:

03-27-400-002

COMMONLY KNOWN AS: 17W374 LAKE STREET
ADDISON, IL 60101

1921841230 Page: 39 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT I**

#### LEGAL DESCRIPTION OF BERKELEY LAND:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SECTION 7 AND THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN RAIL ROAD COMPANY FOR A POINT OF BEGINNING: THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 683.21 FEET: THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 83° 40° 40" TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 100.61 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN RAIL ROAD COMPANY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE POINT OF INTERSECTION OF THE FTHE
OF SECTIC.
THE POINT OF L
RTH, RANGE 12, E.
NTY, ILLINOIS.

17-312 003-0000
LEST N- 2-284, EAST of I-280 AIL
REALESTY TOLLOWIS, 60163 SOUTHERLY RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAIL ROAD COMPANY AND THE WEST LINE OF SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 7 TO THE POINT OF BEGINNING; BEING THAT PART OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN:

15-07-312-003-0000

ADDRESS OF PROPERTY: WEST OF 2-294, FORT OF I-290 AND NOWAR OF FLETRIC ONE.

1921841230 Page: 40 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT J**

#### **LEGAL DESCRIPTION OF 2220 LAND**

THAT PART OF LOTS 1 TO 3, TAKEN AS A TRACT, EXCEPTING THEREFROM THE WEST 226.00 FEET AND THE NORTH 163.00 FEET THEREOF, IN J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30. TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTHWESTERLY ON THE SOUTHERLY LINE OF SAID TRACT, 262.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING NORTHWESTERLY ON SAID SOUTHERLY LINE, 45 00 FEET: THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIPLO LINE, 60.00 FEET; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH AND 60 FEET NORTH OF SAID SOUTHERLY LINE OF SAID TRACT, 40.00 FEET: THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 60.00 FEET TO THE POINT OF BEGINNING.

PIN: 09-30-400 574-0000

COMMONLY KNOWN AS: 2200 SOUTH WOLF ROAD

DES PLAINES, ILL INOIS 60018

1921841230 Page: 41 of 41

## **UNOFFICIAL COPY**

#### **EXHIBIT K**

#### **LEGAL DESCRIPTION OF 2720 LAND**

THAT PART OF THE ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, MORE PARTICULARLY **DESCRIBED AS FOLLOWS:** 

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD AND THE SOUTH LINE OF SAID NORTHEAST OF SECTION 33, THENCE WEST ALONG SAID SOUTH LINE, 441.39 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE EAST RIGHT OF WAY ON THE ILLINOIS TOLL HIGHWAY (I-294); THENCE NORTHWESTER ALONG SAID EAST RIGHT OF WAY LINE, 54.26 FEET; THENCE EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 121.08 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 50.00 FEET TO THE POINT OF BEGINNING.

PIN:

09-34-300-037-0000

HRIN COUNTY CLEATS OFFICE COMMONLY KNOWN AS: 2720 SOUTH RIVER ROAD, DES PLAINES, ILLINOIS 60018