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EDWARD H. HOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 09/19/2019 12:33 PM PG: 1 OF 19

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.



PINS: 12-20-200-018-0000
12-20-200-020-0000
12-20-200-025-0000
12-20-200-028-0000
12-20-202-040-0000
12-20-202-041-0000
12-20-202-042-0000
12-20-202-044-0000
12-20-202-046-0000
12-20-202-015-0000

COMMON ADDRESS: 1061 Waveland Avenue
Franklin Park, Illinois 60131,
and certain other adjacent
properties

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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (FRANKLIN PARK)

This Assignment of Rents and Lessor's Interest in Leases (Franklin Park) (this "Assignment") is executed and delivered as of September 18, 2019, by Chicago Title Land Trust Company as Trustee under Trust Agreement dated May 1, 2008 and known as Trust No. 8002350418 (the "Land Trust"), and Plote Construction Inc., an Illinois corporation ("Beneficiary") (Beneficiary, together with the Land Trust are collectively the "Mortgagor"), to CIBC Bank USA, in its capacity as agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below (the "Lenders").

I. BACKGROUND

A. Prior hereto and contemporaneously herewith, Lenders have provided and continue to provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Beneficiary, City Materials, L.L.C., an Illinois limited liability company ("City Materials"), D. D. Leasing, L.L.C., an Illinois limited liability company ("DDL"), RDD Leasing, Inc., an Illinois corporation ("RDD"), D.D. Materials, L.L.C., an Illinois limited liability company ("DD Materials"), PC Real Estate, LLC, an Illinois limited liability company ("PC Real Estate"), and DRP Leasing, L.L.C., an Illinois limited liability

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company (“DRP”; and together with the Beneficiary, City Materials, DDL, RDD, DD Materials and PC Real Estate are collectively referred to herein as “Borrowers” and individually as a “Borrower”), pursuant to (i) that certain Credit Agreement of dated as of October 30, 2015, by and among Borrowers (other than DRP), the other Lenders party thereto and Administrative Agent, as amended by that certain First Amendment to Credit Agreement dated as of October 31, 2016, that certain Second Amendment to Credit Agreement dated as of February 5, 2018, that certain Third Amendment to Credit Agreement dated as of April 15, 2019, but effective as of March 31, 2019, and that certain Fourth Amendment to Credit Agreement dated as of August 8, 2019, each by and among Borrowers, the other Lenders party thereto and Administrative Agent (as amended, renewed, restated or replaced from time to time, collectively the “Credit Agreement”); (ii) those certain promissory notes dated as of August 8, 2019, executed and delivered by Borrowers to Lenders, as such notes may be amended, renewed or restated from time to time (collectively the “Notes”) evidencing a revolving credit facility in an aggregate principal amount not to exceed Twenty-Two Million Five Hundred Thousand and no/100 Dollars (\$22,500,000.00) (the “Revolving Loans”), a term loan facility in the original principal amount of Eight Million Six Hundred Thousand and no/100 Dollars (\$8,600,000.00) (“Term A Loan”), and a secured revolving facility in a maximum aggregate principal amount not to exceed Ten Million and no/100 Dollars (\$10,000,000.00) (“Revolving B Loans”); (iii) that certain Guaranty and Collateral Agreement dated as of October 30, 2015, executed and delivered by Borrowers to Administrative Agent (as amended, renewed, restated or replaced from time to time, the “Guaranty and Collateral Agreement”); and (iv) the other agreements, documents and instruments executed and delivered in connection with the foregoing. Capitalized terms used but not otherwise defined herein are used herein as defined in the Credit Agreement.

B. Some of the Financial Accommodations may bear interest at a variable rate.

C. Pursuant to the Credit Agreement, Mortgagor is required to execute and deliver to Administrative Agent, among other things, (i) that certain Mortgage and Security Agreement (Franklin Park) of even date herewith executed and delivered by Mortgagor to Administrative Agent (as amended or restated from time to time, the “Mortgage”), and (ii) this Assignment. Terms used but not otherwise defined herein are used herein as defined in the Mortgage.

D. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby covenants unto and agrees with Administrative Agent as set forth in this Assignment.

II. ASSIGNMENT

A. To secure the full and timely payment and performance by Mortgagor and/or Borrowers of the Liabilities and the Covenants, including, without limitation, the Revolving Loans, the Term A Loan, the Revolving B Loans, and all other Liabilities evidenced by or referenced in this Assignment, the Credit Agreement, the Notes, the Guaranty and Collateral Agreement, the Environmental Indemnity Agreement, the other Loan Documents, the Bank Product Agreements and the Rate Management Agreements, Mortgagor hereby grants, conveys, transfers and assigns to Administrative Agent for the benefit of the Lenders:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit “A” (the “Premises”) attached hereto, any contract for the sale of all or any part of

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the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Mortgagor hereby irrevocably appoints Administrative Agent as its true and lawful attorney-in-fact to:

1. rent, lease, let or sell all or any part of the Premises to any party or parties at such price and upon such terms as Administrative Agent may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as Administrative Agent would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants unto Administrative Agent as follows:

A. The Leases and the Income are freely assignable by Mortgagor to Administrative Agent, and Mortgagor has full power and authority to make the assignment provided for herein;

B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Mortgagor is currently not in possession of any pre-paid Income;

C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor;

D. Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

E. There are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;

F. Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Administrative Agent, any or all of the Leases or the Income;

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G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to Administrative Agent;

H. No defaults by Mortgagor or any lessee exist under the Leases and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Mortgagor will promptly provide Administrative Agent with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and

I. Mortgagor shall:

1. observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;

2. not consent to the assignment or subletting of the Premises without the prior written consent of Administrative Agent;

3. not collect any of the Income more than 30 days in advance of the time when the same shall become due;

4. not alter, modify or change the terms of the Leases or any guarantees thereof, cancel or terminate the Leases or any guarantees thereof or accept a surrender thereof without the prior written consent of Administrative Agent; and

5. deliver to Administrative Agent upon Administrative Agent's request, all original Leases, including, but not limited to, all original Leases executed after the date hereof.

IV. WAIVERS

A. Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Administrative Agent a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Administrative Agent pursuant to the provisions hereinafter contained.

B. Mortgagor hereby waives any claim, cause of action or right of setoff against the Administrative Agent and Lenders, their officers, directors, employees and agents for any loss sustained by Mortgagor resulting from the Administrative Agent's or Lender's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of the Administrative Agent or any Lender in managing the Premises, nor shall the Administrative Agent nor any Lender be obligated to perform or discharge, nor does the Administrative Agent nor any Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time the Administrative Agent takes possession of the Premises (the "Pre-existing Obligations"). Mortgagor shall, and does hereby agree to indemnify the Administrative Agent and each Lender for, and hold the Administrative Agent and each Lender harmless from, any and all liability, loss or damage which may or

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might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Administrative Agent or any Lender by reason of any alleged obligations or undertakings on the Administrative Agent's or any Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Administrative Agent or any Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time the Administrative Agent may take possession, nor shall it operate to make the Administrative Agent or any Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If the Administrative Agent or any Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, costs, expenses, and attorneys' fees, shall be secured hereby and by the other Loan Documents, and shall be due and payable from Mortgagor to the Administrative Agent and the Lenders on demand with interest thereon at the Default Rate.

V. FUTURE LEASES

A. Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Administrative Agent a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to Administrative Agent.

B. Mortgagor shall assign and transfer to Administrative Agent all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the Premises as Administrative Agent shall from time to time require.

VI. EVENT OF DEFAULT

An "Event of Default" means the occurrence of (a) a breach, default or event of default under this Assignment, (b) an "Event of Default" as defined in the Credit Agreement, or (c) an "Event of Default" as defined in the Mortgage.

VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Administrative Agent shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. Administrative Agent, without in anyway waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as Administrative Agent may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full

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power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as Administrative Agent may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which Administrative Agent may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;
2. the principal sum, interest and any other indebtedness owed to Lenders by Borrowers, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;
3. taxes and special assessments now due or which may hereafter become due on the Premises; and
4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Administrative Agent, make it readily rentable or saleable.

C. The exercise by Administrative Agent of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any breach, default or Event of Default by Mortgagor under the Loan Documents.

D. Mortgagor agrees that Administrative Agent shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Mortgagor hereby grants to Administrative Agent full 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, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Administrative Agent's possession, operation and management thereof, and to receive all Income.

E. Mortgagor agrees that Administrative Agent may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

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F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Administrative Agent to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Mortgagor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Administrative Agent. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Administrative Agent all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by Administrative Agent.

IX. OTHER

A. This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the rights, powers, privileges, and immunities herein granted and assigned to Administrative Agent shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Liabilities and Covenants of Borrowers now or hereafter owing to Administrative Agent. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Mortgagor and Administrative Agent is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

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E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

G. All references to "Mortgagor" shall mean the Land Trust and the Beneficiary, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Mortgagor shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of the Land Trust and the Beneficiary, and the breach or default thereof shall give rise to joint and several liability to the Land Trust and the Beneficiary.

H. MORTGAGOR AND ADMINISTRATIVE AGENT EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY MORTGAGOR TO LENDER.

I. Land Trust. This Assignment is executed by Chicago Title Land Trust Company as Trustee under Trust Agreement dated May 1, 2008 and known as Trust No. 8002350418, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and successor Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title Land Trust Company are undertaken by it as Trustee and successor Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against Chicago Title Land Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment.


[signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of the acknowledgment date noted below, but effective as of the date first written above.

CHICAGO TITLE LAND TRUST COMPANY, as
Trustee under Trust Agreement dated May 1,
2008 and known as Trust No. 8002350418



By: 
Name: GREGORY S. KASPRZYK
Title: Trust Officer

PLOTE CONSTRUCTION INC.,
an Illinois corporation

By: 
Daniel R. Plote, President

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN THE NORTH HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID SECTION 20, AT A POINT WHICH IS 1813.00 FEET WEST FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 1403.77 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEED RECORDED AS DOCUMENT 1998 211, A DISTANCE OF 108.94 FEET TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT 19981211, A DISTANCE OF 364.49 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM AND PARALLEL WITH THE NORTHERLY LINE OF LOT "D" IN THE MILWAUKEE ROAD'S PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE WESTWARDLY ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE NORTHERLY LINE OF WAVELAND AVENUE, AS DEDICATED BY PLAT RECORDED NOVEMBER 20, 1968 AS DOCUMENT 20689487, A DISTANCE OF 252.03 FEET TO AN INTERSECTION WITH THE NORTHEASTWARD PROJECTION OF A LINE, WHICH IS 6.30 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 9 AND SAID LOT "D" IN THE AFOREMENTIONED MILWAUKEE ROAD'S PLAT OF INDUSTRIAL LOTS; THENCE SOUTHWESTWARDLY ALONG SAID PARALLEL LINE AND ALONG THE SOUTHWESTWARD PROLONGATION OF SAID PARALLEL LINE, A DISTANCE OF 257.15 FEET TO THE MOST SOUTHERLY CORNER OF THE PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEED RECORDED AS DOCUMENT 19992235; THENCE NORTHWESTWARDLY ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT 19992235, A DISTANCE OF 570.78 FEET TO A POINT, WHICH IS 664.24 FEET (MEASURED ALONG SAID SOUTHWESTERLY LINE) SOUTHEASTERLY FROM THE MOST WESTERLY CORNER OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT 19992235; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 59 MINUTES, 19 SECONDS FROM SOUTHEAST TO NORTHEAST WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 130.94 FEET; THENCE EASTWARDLY ALONG A LINE FORMING AN ANGLE OF 58 DEGREES, 31 MINUTES, 27 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 182.40 FEET; THENCE SOUTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 31 DEGREES, 30 MINUTES 14 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 139.81 FEET; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 55 MINUTES, 34 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 70.93 FEET; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 17 DEGREES, 36 MINUTES, 57 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.31 FEET;

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THENCE EASTWARDLY ALONG A LINE FORMING AN ANGLE OF 40 DEGREES, 48 MINUTES, 25 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 32.98 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, WHICH IS CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 55.44 FEET AND A CENTRAL ANGLE OF 59 DEGREES, 37 MINUTES, 02 SECONDS, AND WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57.68 FEET; THENCE NORTHEASTWARDLY ALONG A LINE, WHICH IS TANGENT TO SAID LAST DESCRIBED CIRCLE, A DISTANCE OF 7.30 FEET; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 23 DEGREES, 05 MINUTES, 43 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 47.80 FEET; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 23 DEGREES, 05 MINUTES, 43 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 12.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH TRACT OF LAND IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID SECTION 20, AT A POINT WHICH IS 1813.00 FEET WEST FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 1158.00 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 15, 1963 AS DOCUMENT NUMBER 18767854; THENCE WEST ALONG THE SOUTH LINE OF THE PROPERTY SO CONVEYED SAID SOUTH LINE BEING A LINE PERPENDICULAR TO SAID PARALLEL LINE, A DISTANCE OF 938.48 FEET TO THE NORTHWESTERLY CORNER OF THE TRACT OF LAND CONVEYED TO NATIONAL TEA COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE OCTOBER 28, 1966 AS DOCUMENT NUMBER 19981211; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 58 DEGREES 33 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, SAID STRAIGHT LINE BEING THE NORTHWESTERLY LINE OF THE PROPERTIES CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT NUMBERS 19981211 AND 19992235, A TOTAL DISTANCE OF 165.57 FEET TO THE MOST WESTERLY CORNER OF THE PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY SAID DEED RECORDED AS DOCUMENT NUMBER 19992235; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT NUMBER 19992235, SAID SOUTHWESTERLY LINE BEING A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 664.24 FEET; THENCE NORTHEASTWARDLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 19 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 130.94 FEET; THENCE EASTWARDLY ALONG A LINE FORMING AN ANGLE OF 58 DEGREES 31 MINUTES 27 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 182.40 FEET (182.35 FEET AS MEASURED) TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 22 MINUTES 03 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 170.98 FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 50 SECONDS WEST, A

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DISTANCE OF 19.31 FEET (19.41 FEET AS MEASURED); THENCE SOUTH 32 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 70.93 FEET (70.89 FEET AS MEASURED); THENCE NORTH 57 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 139.81 FEET (139.65 FEET AS MEASURED) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT HEREINAFTER REFERRED TO AS POINT "A", THAT IS ON THE NORTHERLY LINE OF LOT 9 IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN SAID NORTHEAST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1952 AS DOCUMENT NO. 17433952 AND IS 106.19 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 9, BEING ALSO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED DATED JULY 24, 1963 AND RECORDED AS DOCUMENT NO. 18862861; THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF LAND SO CONVEYED, 184.14 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE WESTERLY LINE OF LAND CONVEYED, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DISTANCE OF 216.12 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 9 FOR THE POINT OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 214.20 AND A BEARING OF SOUTH 25 DEGREES 53 MINUTES 55 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9, A DISTANCE OF 68.45 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 463.34 FEET AN ARC DISTANCE OF 156.28 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 165.40 FEET AND A BEARING OF NORTH 44 DEGREES 52 MINUTES 32 SECONDS WEST; THENCE NORTH 34 DEGREES 35 MINUTES 36 SECONDS WEST, 203.27 FEET (DEED BEING 203.30 FEET) TO A POINT ON THE NORTHERLY LINE OF AFORESAID LOT 9 THAT IS 166.76 FEET WESTERLY OF, MEASURED ALONG SAID NORTHERLY LINE, AFORESAID POINT "A"; THENCE SOUTH 71 DEGREES 03 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 9, BEING ALSO THE SOUTHERLY LINE OF WAVELAND AVENUE AS DEDICATED BY PLAT RECORDED NOVEMBER 20, 1968 AS DOC. NO. 20689487, A DISTANCE OF 75.32 FEET TO THE MOST WESTERLY CORNER OF SAID WAVELAND AVENUE DEDICATED BY DOCUMENT NO. 20689487, BEING A POINT ON A LINE THAT IS 6.30 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 9; THENCE SOUTH 29 DEGREES 28 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE AND ALONG THE SOUTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, 136.64 FEET TO THE MOST SOUTHERLY CORNER OF THE PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEED RECORDED AS DOC. NO. 19992235; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 19992235, A DISTANCE OF 870.78 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 05 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 82.03 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 55 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 2093.57 FEET TO THE EAST LINE, EXTENDED SOUTHERLY, OF CARNATION STREET AS DEDICATED BY THE AFORESAID PLAT

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RECORDED NOVEMBER 20, 1968 AS DOCUMENT NO. 20689487; THENCE NORTH 01 DEGREE 58 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, EXTENDED SOUTHERLY, 174.92 FEET TO THE SOUTHEAST CORNER OF SAID CARNATION STREET DEDICATED BY DOC. NO. 20689487; THENCE NORTH 67 DEGREES 18 MINUTES 32 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID CARNATION STREET, 66.02 FEET TO THE SOUTHWEST CORNER THEREOF, BEING ALSO THE SOUTHEAST CORNER OF LOT 7 IN THE AFORESAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 73.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BEING ALSO THE MOST EASTERLY CORNER OF LOT F IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE ALONG THE EASTERLY LINE OF SAID LOT F, THE FOLLOWING THREE COURSES: 1) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DISTANCE OF 287.71 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 283.21 FEET AND A BEARING OF NORTH 19 DEGREES 38 MINUTES 46 SECONDS WEST, 2) NORTH 03 DEGREES 18 MINUTES 23 SECONDS WEST, 70.00 FEET, AND 3) NORTH 01 DEGREE 58 MINUTES 19 SECONDS WEST, 400.00 FEET TO THE NORTHEAST CORNER OF SAID LOT F; THENCE SOUTH 88 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT F, 18.50 FEET TO THE NORTHWEST CORNER OF SAID LOT F; THENCE ALONG THE WESTERLY LIEN OF SAID LOT F, THE FOLLOWING TWO COURSES: 1) SOUTH 01 DEGREE 59 MINUTES 16 SECONDS EAST, 469.50 FEET TO A POINT OF CURVATURE, AND 2) SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 488.34 FEET AN ARC DISTANCE OF 258.23 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT F, BEING ALSO THE MOST EASTERLY CORNER OF LOT 8 IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20, THE CHORD OF SAID ARC HAVING A LENGTH OF 255.23 FEET AND A BEARING OF SOUTH 17 DEGREES 08 MINUTES 12 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 193.73 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 8, BEING ALSO THE MOST EASTERLY CORNER OF LOT G IN THE SAID MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST QUARTER OF SECTION 20; THENCE ALONG THE EASTERLY LINE OF SAID LOT G THE FOLLOWING FOUR COURSES: 1) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 468.34 FEET AN ARC DISTANCE OF 209.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 207.52 FEET AND A BEARING OF NORTH 25 DEGREES 28 MINUTES 39 SECONDS WEST, 2) NORTH 12 DEGREES 40 MINUTES 38 SECONDS WEST 155.65 FEET TO A POINT OF CURVATURE, 3) NORTHERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1136.28 FEET AN ARC DISTANCE OF 212.06 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 211.76 FEET AND A BEARING OF NORTH 07 DEGREES 19 MINUTES 51 SECONDS WEST, AND 4) NORTH 01 DEGREE 59 MINUTES 19 SECONDS WEST, 41.54 FEET TO THE NORTHEAST CORNER OF SAID LOT G; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT G BEING A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1096.28 FEET AN ARC DISTANCE OF 47.45 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 15.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE MIDDLE PORTION OF THE LINE BETWEEN AFORESAID LOT 9 AND LOT G, THE CHORD OF SAID ARC HAVING A LENGTH OF 47.45 FEET AND A BEARING OF SOUTH 76 DEGREES 03 MINUTES 18 SECONDS WEST; THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS EAST ALONG SAID PARALLEL

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LINE AND ITS NORTHERLY EXTENSION, 406.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A LINE THAT IS 15.00 FEET NORTHEASTERLY OF, MEASURED NORMAL THERETO, AND PARALLEL WITH THE SOUTHERLY PORTION OF THE LINE BETWEEN SAID LOT 9 AND SAID LOT G, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 488.34 FEET AN ARC DISTANCE OF 174.11 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT G, THE CHORD OF SAID ARC HAVING A LENGTH OF 173.19 FEET AND A BEARING OF SOUTH 22 DEGREES 53 MINUTES 31 SECONDS EAST; THENCE NORTH 60 DEGREES 31 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINES OF SAID LOTS G AND 9, A DISTANCE OF 245.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND CONSISTING OF A PART OF LOT 9 IN THE MILWAUKEE ROAD'S PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF LOT 9 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF SAID LOT 9 AT A POINT WHICH IS 106.19 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED DATED JULY 18, 1963, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 23, 1963 AS DOCUMENT NUMBER 18862861 AND RUNNING THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF THE LAND SO CONVEYED, BEING HERE A STRAIGHT LINE, A DISTANCE OF 184.14 FEET; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF THE LAND SO CONVEYED, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 468.34 FEET, AN ARC DISTANCE OF 216.12 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 9 SAID POINT OF INTERSECTION BEING 214.14 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF LOT 9; THENCE NORTHWESTWARDLY ALONG SAID SOUTHWESTERLY LOT LINE A DISTANCE OF 68.45 FEET; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 463.34 FEET, AN ARC DISTANCE OF 166.28 FEET TO A POINT WHICH IS 195.76 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE NORTHERLY LINE OF SAID LOT 9 AND WHICH IS 89.88 FEET, MEASURED PERPENDICULARLY WEST FROM A SOUTHWARD EXTENSION OF THE COURSE, 184.14 FEET IN LENGTH, FIRST HEREINABOVE DESCRIBED; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 203.30 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 9 WHICH IS 166.76 FEET WESTERLY FROM THE POINT OF BEGINNING; AND THENCE EASTWARDLY ALONG SAID NORTHERLY LOT LINE, SAID DISTANCE OF 166.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs: 12-20-200-018-0000
 12-20-200-020-0000
 12-20-200-025-0000
 12-20-200-028-0000
 12-20-202-040-0000
 12-20-202-041-0000
 12-20-202-042-0000
 12-20-202-044-0000

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12-20-202-046-0000

12-20-202-015-0000

Common Addresses: 10601 Waveland Avenue, Franklin Park, IL
(12-20-200-018; 12-20-200-020)
10595 Waveland Avenue, Franklin Park, IL
(12-20-200-025)
10700 Waveland Avenue, Franklin Park, IL
(12-20-200-028)
10519 Waveland Avenue, Franklin Park, IL
(12-20-202-040)
10521 Waveland Avenue, Franklin Park, IL
(12-20-202-041)
10523 Waveland Avenue, Franklin Park, IL
(12-20-202-42)
10529 Waveland Avenue, Franklin Park, IL
(12-20-202-044)
10533 Waveland Avenue, Franklin Park, IL
(12-20-202-046)
10513 Waveland Avenue, Franklin Park, IL
(12-20-202-015)

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EXHIBIT "B"
SECURITY DEPOSITS

None.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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RECORDER OF DEEDS

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EXHIBIT "C"

LEASES

That certain lease agreement by and between D. D. LEASING, L.L.C., an Illinois limited liability company, as tenant, and Mortgagor, as landlord, as amended or restated from time to time.

COOK COUNTY
RECORDER OF DEEDS

7362913.4

COOK COUNTY
RECORDER OF DEEDS

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