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Edward M. Moody
Cook County Recorder of Deeds
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No. 51347

-NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST **(Security Agreement and Financing Statement – Cook County, Illinois)**

This combined Deed of Trust (Security Agreement and Financing Statement) (“Deed of Trust”) is made on the date stated below among the Grantor, Beneficiary and Trustee who are identified and whose addresses are stated below. By signing this Deed of Trust, Grantor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

Date: June 22, 2018

Grantor: ACME Partnership, L.P.

Grantor's Address: 3701 Bee Cave Road, #101
Austin, Texas 78746

Type of Organization: Limited Partnership

Jurisdiction of Organization: Texas

Organizational ID No.: 12077510

Beneficiary: Horizon Bank, SSB

Beneficiary's Address: 600 Congress Avenue, Suite 400
Austin, Texas 78701

Trustee: James E. Dyess

Trustee's Address: 600 Congress Avenue, Suite 400
Austin, Texas 78701

Note: Promissory Note described in the Loan Description Agreement dated June 22, 2018, incorporated herein fully by reference.

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Land:

The real property in Cook County, Illinois subject to the Ground Lease(s) described below.

Leasehold Estates:

Tenant's leasehold estates, and all rights of use, licenses and privileges of Lessee/Tenant (as applicable), pursuant to those certain Sign Lease Agreement(s) (or other leases by a different name) (herein collectively the "Ground Leases"), which Ground Leases are described in Exhibit A attached hereto.

Easement Estates:

Grantors' easement estates, and all rights of use, licenses and privileges of Grantor (as applicable), pursuant to (a) those certain Signboard or Billboard Easements (or other easements by a different name) (herein collectively the "Easements"), which Easements are described in Exhibit A attached hereto.

Other Provisions: To the extent the Note secured hereby represents funds advanced by Beneficiary at the special instance and request of Grantor and used in payment of a portion of the purchase price of the hereinabove described Ground Leases, and Grantor hereby expressly confesses, recognizes and acknowledges a vendor's lien on said property as security therefor.

ARTICLE I

SECURITY

1.01 Conveyance in Trust. For value received, the receipt and sufficiency of which Grantor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Grantor stated in this Deed of Trust and in the Loan Documents (as hereafter defined), Grantor conveys the Property described in Section 1.02 to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Grantor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 Property. The Property covered by this Deed of Trust includes following items described in this Section 1.02, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

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(a) any and all buildings, improvements, and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");

(b) all equipment, fixtures, furnishings, inventory, account receivables, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements;

(c) all proceeds arising from or by virtue of the sale, lease or other disposition of the Ground Leases, the Improvements, or the Personal Property, including any sale by virtue of eminent domain proceedings;

(d) all proceeds (including premium refunds) of each policy of insurance relating to the Ground Leases, the Improvements, or the Personal Property;

(e) all rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Ground Leases or the Improvements or the Personal Property;

(f) other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property; and

(g) all products and proceeds of the Property described in this Section 1.02.

1.03 Subrogation. Any of the proceeds of the Note utilized to take up any outstanding liens against all or any part of the Property have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. Beneficiary shall be subrogated to any and all rights, powers, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Beneficiary by assignment or are released by the holder thereof upon payment.

1.04 Assignment of Rents, Profits, Etc. Grantor hereby assigns to Beneficiary, and grants to Beneficiary a security interest in, all of the rents, royalties, bonuses, issues, profits, revenue, income and other benefits derived from the Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, together with any and all rights that Grantor may have against any tenant under such leases or any subtenants or occupants of any part of the Property (hereinafter called the "Rents").

1.05 Assignment of Leases. Grantor hereby assigns to Beneficiary, and grants to Beneficiary a security interest in, all existing and future leases, including subleases thereof, and any and all extensions, renewals, modifications and replacements thereof, upon any part of the Property (the "Leases"). Grantor hereby further assigns to Beneficiary, and grants to Beneficiary a security interest in, all guaranties of tenants' performance under the Leases. Prior to foreclosure, Grantor shall have the right, without joinder of Beneficiary, to enforce the Leases, unless Beneficiary directs otherwise.

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ARTICLE 2

INDEBTEDNESS AND PAYMENTS

2.01 Indebtedness. The indebtedness secured by this Deed of Trust (the "Indebtedness") shall mean and include the following:

- (a) Any and all sums becoming due and payable pursuant to the Note;
- (b) Any and all other sums becoming due and payable by Grantor (or any one or more of them, if more than one) to Beneficiary as a result of advancements made by Beneficiary pursuant to the terms and conditions of this Deed of Trust or any loan agreement, tri-party financing agreement, security agreement, guaranty agreement or other agreement or instrument pertaining to the disbursement and use of the proceeds of the Note or given to secure the Note (all of which documents are collectively referred to herein as the "Loan Documents", and individually as a "Loan Document");
- (c) Any and all other indebtedness owed by Grantor to Beneficiary presently existing or which may in any manner or means hereafter be incurred by Grantor and evidenced in any manner whatsoever, either by promissory notes, open accounts, advances, overdrafts, bookkeeping entries, surety agreements, guaranties or any other method or means; and
- (d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 Payment of Principal and Interest. Grantor shall promptly pay when due the principal of and interest on the Indebtedness evidenced by the Note, any prepayment and late charges provided in the Note, and all other sums secured by this Deed of Trust.

2.03 Application of Payments. Unless applicable law provides otherwise, all payments received by Beneficiary from Grantor under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Grantor under this Deed of Trust; (b) sums payable to Beneficiary under the Note, to be applied to principal or interest as Beneficiary may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Beneficiary, at Beneficiary's option, may determine.

2.04 Guarantor. The term "Guarantor" shall include any person, company or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly or indirectly.

ARTICLE 3

SECURITY AGREEMENT

3.01 Uniform Commercial Code Security Agreement. This Deed of Trust is also intended to be a security agreement between Grantor, as debtor, and Beneficiary, as secured party, pursuant to the Texas Uniform Commercial Code [Texas Business and Commerce Code

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Section 1.01, et seq. ("Texas UCC"')] for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Texas UCC, and Grantor hereby grants Beneficiary a security interest in all such items. Grantor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. Grantor hereby irrevocably authorizes Beneficiary to prepare, execute and file all initial financing statements, and any restatements, extensions, continuations, renewals or amendments thereof, in such form as Beneficiary may require to perfect or continue the perfection of this security interest or other statutory liens held by Beneficiary. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statement, as well as extensions, renewals, and amendments thereof, and reproduction of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Texas UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default (as that term is defined in Article 5 below), including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Texas UCC and, at Beneficiary's option, may also invoke the remedies provided in Article 6 of this Deed of Trust as to such items. In exercising any remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Texas UCC or of the remedies provided in Article 6 of this Deed of Trust.

3.02 Notice of Changes. Grantor shall give advance notice in writing to Beneficiary of any proposed change in Grantor's name, identity, or structure and shall execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any of the Property.

3.03 Fixtures. Some of the items of the Property are goods that are or are to become fixtures, related to the Land. Grantor and Beneficiary intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated above. The mailing address of the Grantor, as debtor, is as stated above.

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ARTICLE 4

GRANTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

Grantor represents, warrants, and covenants to and agrees with Beneficiary as follows:

4.01 Payment and Performance. Grantor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Grantor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

4.02 Title to Ground Leases and Liens of this Instrument. Grantor has good and indefeasible title to the Ground Leases and the Improvements, and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, except as otherwise provided herein. If the interest of Beneficiary in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Grantor authorizes Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

4.03 (not used)

4.04 Taxes and Assessments. Grantor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Beneficiary, Grantor shall deliver to Beneficiary such evidence of the payment thereof as Beneficiary may require. If Grantor fails to do so, Beneficiary may pay them, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they come due and payable, by appropriate proceedings, contest their validity. Pending such contest, Grantor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Grantor furnishes Beneficiary an indemnity bond secured by a deposit in cash or other security acceptable to Beneficiary, or with a surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Grantor promptly pays any amount adjudged by a court of competent jurisdictions to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

4.05 (not used)

4.06 Tax Escrow.

(a) Subject to applicable law or to a written waiver by Beneficiary, Grantor shall pay to Beneficiary on a day each month to be designated by Beneficiary, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the yearly taxes and assessments which may

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be levied on the Property as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Beneficiary of a requirement that Grantor pay such Funds may be revoked by Beneficiary, in Beneficiary's sole discretion, at any time upon notice in writing to Grantor. Beneficiary may require Grantor to pay to Beneficiary, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Grantor or the Property which Beneficiary shall reasonably deem necessary to protect Beneficiary's interests ("Other Impositions"). Unless otherwise provided by applicable law, Beneficiary may require Funds for Other Impositions to be paid by Grantor in a lump sum or in periodic installments, at Beneficiary's option.

(b) If the amount of the Funds held by Beneficiary shall exceed the amount deemed necessary by Beneficiary to provide for payment of water and sewer rates, taxes, assessments, and Other Impositions, as they fall due, such excess shall be credited to Grantor on the next installment or installments of Funds due. If at any time the amount of the Funds held by Beneficiary shall be less than the amount deemed necessary by Beneficiary to pay water and sewer rates, taxes, assessments, and Other Impositions, as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after notice from Beneficiary to Grantor requesting payment thereof.

4.07 Condemnation.

(a) Grantor assigns to Beneficiary all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property. Beneficiary may apply any proceeds from such sources to the Indebtedness in such manner as Beneficiary may elect. Grantor shall promptly notify Beneficiary of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Grantor shall, unless otherwise directed by Beneficiary in writing, file or defend its claim under any such action and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Beneficiary for disposition pursuant to the terms of this Deed of Trust. Grantor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Grantor to commence, appear in, and prosecute, in Beneficiary's or Grantor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary. Beneficiary shall be entitled to participate in, control, and be represented by attorneys of Beneficiary's own choice in any such action. Grantor shall deliver, or cause to be delivered, to Beneficiary such instruments as may be requested by it from time to time to permit such participation.

(b) Grantor authorizes Beneficiary to apply such awards, payments, proceeds, or damages, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, to restoration or repair of the Property, or to payment of the

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sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in Section 2.03, with the balance, if any, to Grantor. Unless Grantor and Beneficiary otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments due under the Note or other payments required by this Deed of Trust, or change the amount of such installments or payments. Grantor agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Beneficiary may require.

(c) In the event Beneficiary, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Beneficiary may, without notice, declare all of the Indebtedness immediately due and payable.

4.08 Statements by Grantor. At the request of Beneficiary, Grantor shall furnish promptly a written statement or affidavit, in such form as may be required by Beneficiary, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are any such offsets or defenses, specifying them.

4.09 Repair, Waste, Alterations, Etc. Grantor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Grantor shall make promptly all repairs, renewals, and replacements necessary to such end. Grantor shall discharge all claims for labor performed and material furnished therefor, and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Grantor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Grantor shall first furnish Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than two hundred percent (200%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Grantor shall fail to discharge any such lien, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Grantor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the Property may be lessened.

Grantor or any tenant or other person shall not materially alter the Property without the prior written consent of Beneficiary.

4.10 Compliance with Laws. Grantor, the Property, and Grantor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Property and its use, and Grantor shall pay all fees or charges of any kind in connection therewith. Grantor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

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4.11 Hold Harmless. Grantor shall defend, at Grantor's own cost and expense, and hold Beneficiary harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All costs and expenses incurred by Beneficiary in protecting its interests under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by Grantor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

4.12 Further Assurances. Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

4.13 Recording and Filing. Grantor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Beneficiary shall reasonably request. Grantor shall pay all such recording, filing, re-recording, and refiling fees, title insurance premiums, and other charges.

4.14 Payment of Debts. Grantor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Grantor, if requested by Beneficiary, shall have furnished to Beneficiary security satisfactory to Beneficiary.

4.15 Modification by Subsequent Owners. Grantor agrees that Grantor shall be bound by any modification of this Deed of Trust or any of the other Loan Documents made by Beneficiary and any subsequent owner of the Property, with or without notice to such Grantor, and no such modifications shall impair the obligations of such Grantor under this Deed of Trust or any other Loan Document. Nothing in this Section shall be construed as permitting any transfer of the Property which would constitute an Event of Default under other provisions of this Deed of Trust.

4.16 Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property.

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4.17 Protection of Beneficiary's Security.

(a) If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Beneficiary therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest.

(b) Any amounts disbursed by Beneficiary pursuant to this Section 4.17, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Grantor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Grantor under applicable law. Grantor covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 4.17 shall require Beneficiary to incur any expense or take any action under this Deed of Trust.

4.18 Subordinate Deed of Trust. Grantor shall not, without the prior written consent of Beneficiary, grant any lien, security interest, or other encumbrance (a "Subordinate Deed of Trust") covering any of the Property. If Beneficiary consents to a Subordinate Deed of Trust or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that: (a) the Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust; and (b) written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Beneficiary with or immediately after the occurrence of any such default or commencement.

4.19 Liens. Grantor shall promptly discharge any lien which has or may have, priority over or equality with, the lien of this Deed of Trust, and Grantor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Beneficiary's prior written permission, Grantor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

4.20 (not used)

4.21 Organization and Power. Grantor (a) is a limited partnership duly organized, validly existing under the laws of the State of Texas and in good standing under the laws of the State of Texas, (b) has complied with all conditions prerequisite to its lawfully doing business in Texas, and (c) has all requisite partnership power and all governmental certificates of authority, licenses, permits, qualifications, and documentation to own, lease, and operate its properties and to carry on its business as now being, and as proposed to be, conducted, and the execution of this Deed of Trust, the Note and any and all other Loan Documents is within Grantor's powers, has

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been duly authorized by all requisite action, and is not in contravention of law or the Grantor's partnership agreement.

4.22 Existence of Grantor. Grantor shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

4.23 Compliance with Ground Leases. Grantor shall make all rental and other payments under the Ground Leases when due and shall punctually and properly perform all of Grantor's covenants, obligations and duties under Ground Leases. Further, Grantor shall, immediately upon receipt of any notice from the Lessor or Landlord under the Ground Leases, deliver a copy of such notice to Beneficiary both by telecopy, and by overnight delivery at the address set forth herein. For purposes of sending a copy of any notice by telecopy, Beneficiary's telecopy number is (512) 637-4355; Beneficiary may hereafter give notice of any change in this telecopy number to Grantor, following which Grantor shall send all such notices to Beneficiary's new telecopy number.

ARTICLE 5

EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default under this Deed of Trust and the Loan Documents ("Event of Default"):

5.01 Failure to Pay Indebtedness. Any of the Indebtedness is not paid when due, whether by acceleration or otherwise, subject to any grace periods in the Note.

5.02 Nonperformance of Covenants. Any covenant in this Deed of Trust or any of the other Loan Documents is not fully and timely performed, or the occurrence of any default or event of default under this Deed of Trust or any other Loan Document, subject to any grace periods in the Note.

5.03 False Representation. Any statement, representation or warranty in this Deed of Trust or any of the other Loan Documents, any financial statement, or any other writing delivered to Beneficiary in connection with the Indebtedness is false, misleading, or erroneous in any material respect.

5.04 Bankruptcy or Insolvency. The owner of the Property or any person obligated to pay any part of the Indebtedness:

(a) does not pay its debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors; or

(b) commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; or

(c) in any involuntary case, proceeding, or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization,

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arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief; or

(d) conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof; or

(e) has a trustee, receiver, custodian, or other similar official appointed for or take possession of all or any part of the Property or any other of its property or has any court take jurisdiction of any other of its property which remains in place for a period of sixty (60) days (except where a shorter period is specified in the immediately following paragraph (f)); or

(f) fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such person; or

(g) fails to pay immediately any final money judgment against such person.

5.05 Transfer of the Property. Title to all or any part of the Property (other than obsolete or worn Personal Property replaced by adequate substitutes of equal or greater value than the replaced items when new) shall become vested in any party other than Grantor, whether by operation of law or otherwise.

5.06 Grant of Inferior Liens. Without the prior written consent of Beneficiary, Grantor creates, places or permits to be created or placed or allow to remain any mortgage, deed of trust, pledge, lien, security interest, encumbrance or charge, save and except this Deed of Trust, whether constitutional, statutory or otherwise, regardless of whether same is expressly subordinate to the liens and security interests set forth in this Deed of Trust with respect to the Property.

5.07 Grant of Easement, Etc. Without the prior written consent of Beneficiary, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers the Property, unless such action is expressly permitted by this Deed of Trust or any of the other Loan Documents.

5.08 Abandonment. Grantor abandons or vacates any of the Property.

5.09 Foreclosure of Other Liens. The holder of any lien, security interest or assignment on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

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5.10 Liquidation, Death, Etc. The liquidation, termination, dissolution, failure to maintain good standing in the State of Texas (if applicable), death, or legal incapacity of Grantor or any Guarantor.

5.11 Material Adverse Change. The occurrence of any material, adverse change in the financial condition of Grantor or any Guarantor.

5.12 Default by Partner or Venturer. A default by any general partner or joint venturer under Grantor's partnership agreement or joint venture agreement.

5.13 Other Defaults. The occurrence of any other event or condition specified herein or in any of the Loan Documents as being a default.

5.14 Ground Leases.

(a) Grantor fails to comply fully with all rental and other payments under the Ground Leases or otherwise fails to punctually and properly perform all of Grantor's covenants, obligations and duties under Ground Leases.

(b) A Landlord or Lessor under a Ground Leases gives notice of Grantor's default under a Ground Lease and Grantor fails to cure the default within the applicable cure period (if any), or institutes or invokes any remedies under the Ground Lease or otherwise available at law as a result of any default or alleged default by Grantor under the Ground Lease.

(c) Grantor fails to enforce all of its rights and remedies under the Ground Leases, or otherwise fails to preserve and protect its rights as Tenant or Lessee under the Ground Leases.

(d) Grantor fails to timely exercise all renewal options, if applicable, under a Ground Lease.

ARTICLE 6

DEFAULT AND REMEDIES

6.01 Acceleration and Waiver of Notices. Upon the occurrence of an Event of Default, Beneficiary, at Beneficiary's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Grantor acknowledges that the power of sale granted to Beneficiary may be exercised by Beneficiary without prior judicial hearing. Grantor and each Guarantor, surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest. Grantor and each Guarantor, surety, and endorser acknowledge and understand that by these waivers they waive any right they may have to receive notices of default under this Deed of Trust, the Note, and the other Loan Documents, as well as any opportunity to cure any such default.

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6.02 Notice of Sale. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least twenty-one (21) days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated. In addition, Beneficiary shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor and each debtor obligated to pay the Indebtedness secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantor's address as stated in this Deed of Trust. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantor as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this Section, notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale.

6.03 Trustee's Sale. Beneficiary may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, at such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property described herein to be sold at such sale. Beneficiary may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Beneficiary's successful bid may be credited on the Indebtedness.

6.04 Partial Sales. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and

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assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Beneficiary elects not to accelerate the unpaid balance of the Note or Indebtedness, Beneficiary shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

6.05 Foreclosure of all Property. The Ground Leases, Improvements, and Personal Property may be sold in one or more public sales pursuant to Texas Property Code Section 51.002 and Texas UCC Section 9.610. Grantor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 6.02 above and pursuant to Texas Property Code Section 51.002 is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Beneficiary shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Beneficiary may have as a secured party under the Texas UCC.

6.06 Trustee's Deed. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Grantor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Grantor hereby agrees, in its behalf and in behalf of Grantor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Beneficiary, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Beneficiary or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Grantor hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

6.07 Proceeds of Sale. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to,

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reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Beneficiary, in Beneficiary's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

6.08 Possession After Sale. If the Property is sold pursuant to Section 6.03, Grantor or any person holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Grantor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

6.09 Costs and Expenses. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, attorney's fees and costs of documentary evidence, abstracts, title reports and appraisals.

6.10 Substitute Trustee. Beneficiary, at Beneficiary's option, with or without cause, may from time to time remove Trustee and appoint a substitute or successor trustee to any Trustee appointed hereunder without other formality than a designation in writing. Without conveyance of the Property, the substitute or successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

6.11 Remedies Cumulative. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

6.12 Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness, nor shall Beneficiary's receipts of any awards, proceeds or damages under Article 4 operate to cure or waive Grantor's default in payment of sums secured by this Deed of Trust.

6.13 Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided in this Article 6. Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Beneficiary's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

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ARTICLE 7

HAZARDOUS MATERIALS

7.01 Hazardous Materials. For the purposes of this Deed of Trust, "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; and (iii) any other substance which by any applicable governmental requirements and regulations requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal. Grantor represents and warrants that no Hazardous Materials are now located on the Property, and neither Grantor nor, to Grantor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof. Grantor agrees to immediately give Beneficiary notice upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property, and to promptly comply with any applicable governmental requirements and regulations requiring the removal, treatment or disposal of such Hazardous Materials. Beneficiary may, at Grantor's expense, perform environmental site assessments on the Property for the purpose of determining whether any Hazardous Materials exist on the Property. Grantor shall defend, indemnify and hold Beneficiary and Trustee harmless from all liabilities (including strict liability), costs or expenses resulting from the presence of Hazardous Materials on the Property. Beneficiary shall have the right, but not the obligation, to enter onto the Property for the purpose of taking such actions it deems necessary or advisable to clean up, remove or otherwise deal with Hazardous Materials on the Property, the expenses of which shall be paid by Grantor. The representations, covenants, warranties and indemnifications contained in this Article 7 shall survive the release of this Deed of Trust.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.01 Release. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Beneficiary shall release this Deed of Trust. Grantor shall pay Beneficiary's reasonable costs incurred in releasing this Deed of Trust.

8.02 Grantor and Lien Not Released. From time to time, Beneficiary may, at Beneficiary's option, without giving notice to or obtaining the consent of Grantor, Grantor's successors or assigns or any junior lienholder or Guarantor, without liability on Beneficiary's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or

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subordination agreement, and agree in writing with Grantor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Beneficiary pursuant to the terms of this Section 8.02 shall not affect the obligation of Grantor or Grantor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Grantor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Grantor shall pay Beneficiary a reasonable charge, together with such title insurance premiums and attorney's fees as may be incurred at Beneficiary's option, for any such action if taken at Grantor's request.

8.03 Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Grantor provided for in this Deed of Trust or in the Note shall be given by mailing such notice by United States mail, postage prepaid, addressed to Grantor at Grantor's address stated in this Deed of Trust or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by United States mail, postage prepaid, addressed to Beneficiary at Beneficiary's address stated in this Deed of Trust or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust or in the Note shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein, but actual notice, however given or received, shall always be effective.

8.04 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Section 5.05.

8.05 Joint and Several Liability. All covenants and agreements of Grantor shall be joint and several.

8.06 Agents. In exercising any rights hereunder or taking any actions provided for herein, Beneficiary may act through its employees, agents or independent contractors as authorized by Beneficiary.

8.07 Governing Law. This Deed of Trust shall be governed by the applicable laws of the State of Texas and the United States of America.

8.08 Severability. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

8.09 Usury Disclaimer. The term "Maximum Lawful Rate" means the maximum lawful contractual rate of interest, and the term "Maximum Lawful Amount" means the maximum lawful contractual amount of interest, that are permissible and nonusurious under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. All agreements between Beneficiary, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of

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demand for payment or acceleration of the maturity of the Note or any other circumstance whatsoever, shall the interest contracted for, charged or received by Beneficiary exceed the Maximum Lawful Amount. If, from any circumstance whatsoever, interest would otherwise be payable to Beneficiary in excess of the Maximum Lawful Amount, the interest payable to Beneficiary shall be reduced to the Maximum Lawful Amount; and if from any circumstance Beneficiary shall ever receive any interest in excess of the Maximum Lawful Amount, an amount equal to any excessive interest shall be applied to the reduction of the principal amount of the Note and not to the payment of interest, or if such excessive interest exceeds the unpaid principal amount of the Note such excess shall be refunded to Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal amount of the Note (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the Maximum Lawful Amount. For purposes of this paragraph, the term interest shall include all considerations and amounts that constitute interest under applicable usury law. This paragraph shall control all agreements between Grantor and Beneficiary.

8.10 Partial Invalidity. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

8.11 Captions. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust. The notation of "(Not used)" herein refers to provisions deleted by agreement between Grantor and Beneficiary, however, in any action or proceeding to interpret or enforce this Deed of Trust, Grantor and Beneficiary agree that no such deleted provisions shall be examined or used in any way.

GRANTOR:

ACME Partnership, L.P.

By: National Media Corporation
General PartnerBy: _____
Name: Curtis E. Ford
Title: President

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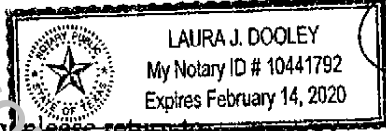
No. 51347

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on 12-19-19 by Curtis E. Ford, President of National Media Corporation, a Texas corporation, on behalf of said corporation in its capacity as General Partner of ACME Partnership, L.P., a Texas limited partnership.



Laura J. Dooley

 Notary Public, State of Texas

After recording, please return to:

Laura Dooley
 Horizon Bank, SSB
 P.O. Box 685133
 Austin, TX 78768

g:\h\horizon bank\acme \$3,343 (x-mark)\loan doc\lued\11.doc

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEASE DESCRIPTIONS AND PROPERTY DESCRIPTIONS ATTACHED

Property of Cook County Clerk's Office

Cook County, IL

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ACME IDENTIFICATION NUMBER _____

X-MARK IDENTIFICATION NUMBER: 47

TYPE: LEASE

Permit # 5148

That lease ("Lease") between NNDM, LLC or its assignor, Original Lessor/Landlord, and **ACME Partnership, L.P.**, as Assignee of Lessee/Tenant **X-Mark, Inc.** (or its assignor) ("X-Mark"), Assignor, by Assignment and Assumption of Lease between Acme and X-Mark dated June 22, 2018, which is to be recorded with the Cook County Illinois Recorder of Deeds, as to the below described real property owned by Owner/Lessor/Landlord NNDM LLC, an Illinois LLC, locally known as 5148 North Harlem, Harwood Heights, IL 60706 and legally described as follows:

- (a) All that part of Lots 1 to 6, both inclusive, and all of the north ½ of the vacated alley south of and adjacent to said lots 1 through 6, both inclusive, and also Lot 186 (except the south 8.15 feet thereof), and all of Lot 187 and all of the east ½ of the vacated alley west of and adjoining said Lot 186 (except the south 8.15 feet thereof) and all of Lot 187, and also the all of the south ½ of the vacated alley north of and adjoining said Lot 187, all being in Volk Brothers First Addition to Greater Harlem Avenue Subdivision in the East ½ of the Southeast ¼ of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at the northwest corner of said Lot 6; thence north 87 degrees 13 minutes 32 seconds east 142.41 feet; thence south 46 degrees 32 minutes 56 seconds east 13.84 feet; thence south 00 degrees 17 minutes 23 seconds east 159.47 feet; thence south 89 degrees 40 minutes 37 seconds west 117.55 feet; thence north 00 degrees 19 minutes 23 seconds west 54.34 feet; thence south 87 degrees 13 minutes 32 seconds west 30.04 feet; thence north 02 degrees 40 minutes 28 seconds west 110.00 feet to the point of beginning, in Cook County, Illinois; and

- (b) Owner Deed Reference Document 1304247035, recorded February 11, 2013, Cook County Recorder of Deeds

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ACME IDENTIFICATION NUMBER _____

X-MARK IDENTIFICATION NUMBER: 48

TYPE: LEASE

Permit # 6630

That lease ("Lease") between Village of Harwood Heights, Original Lessor/Landlord, and **ACME Partnership, L.P.**, as Assignee of Lessee/Tenant **X-Mark, Inc.** (or its assignor) ("X-Mark"), Assignor, by Assignment and Assumption of Lease dated June 22, 2018, to be recorded in the Cook County, Illinois Recorder of Deeds Records as to the following described real property owned by Owner/Lessor/Landlord Village of Harwood Heights, Deed reference being Document 0503203056, recorded February 1, 2005, Cook County Recorder of Deeds, locally known as 6630 West Monfort (Montrose Ave), Harwood Heights, IL, 60706, and legally described in Exhibit A hereto.

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EXHIBIT A

A piece of Land 66 feet wide across the Fractional Northeast 1/4 of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian South of Indian Boundary Line, said piece being 33 feet on each side of a line described as follows: beginning at a point on the East Line of said Fractional Northeast 1/4 of said Section 18 South of the Indian Boundary Line, which is 33 feet North of the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian; thence running West parallel with the South Line of said Fractional Northeast 1/4 of said Section 18, South of the Indian Boundary Line to a point on said line which is distant Easterly along said line 64.1 feet from the intersection of said line with the said Indian Boundary Line; thence running Southwesterly on a curve tangential to said straight line convex to the Northwest with a radius of 1146.3 feet to a point which is 33 feet distant at right angles Northwesterly from the Indian Boundary Line, at which point said curve is tangential to a line which is parallel to and 33 feet distant at right angles Northwesterly from said Indian Boundary Line, in Cook County, Illinois.

Also

All that portion of the Fractional Northeast 1/4 of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian lying North of Indian Boundary Line, and South of a line described as follows: beginning at a point on the South Line of said Fractional Northeast 1/4 which is 66 feet distant (at right angles Northwesterly) from the Indian Boundary Line; thence Northeasterly on a straight line parallel to said Indian Boundary Line to a point on said parallel line which is distant Southwesterly along said parallel line, 210.9 feet from the intersection of the North line of the South 1/2 of the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian produced Westerly to an intersection with the aforesaid parallel line; thence Northeasterly on a curve tangential to said parallel line convex to the North of a radius of 1179.3 feet to an intersection with said Indian Boundary Line, in Cook County, Illinois.

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ACME IDENTIFICATION NUMBER _____

X-MARK IDENTIFICATION NUMBER: 49

TYPE: Digital Permit

Permit # 6630 (part)

That Digital Permit #6630 (unbuilt) at the corner of West Lawrence Avenue and Oketo Avenue in Harwood Heights, Cook County, Illinois, said Permit issued by City of Harwood Heights; said permit to be assigned to **ACME Partnership, L.P.**, as Assignee of Lessee/Tenant **X-Mark, Inc.** ("X-Mark"), Assignor, by Assignment and Assumption of Lease dated June 22, 2018, to be recorded in the Official Public Records of Cook County, Illinois, as to the above-described real property.

Property of Cook County Clerk's Office