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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

Doc#. 2016807182 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/16/2020 11:07 AM Pg: 1 of 24

The property identified as: *252* PIN: 19-03-400-031-0000

**Address:**

**Street:** 4566-4600 South Tripp Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60632

**Lender:** Wheaton Bank & Trust Company, N.A.

**Borrower:** Chicago Title Land Trust Company, a corporation of Illinois as Trustee under Trust Agreement dated June 11, 1986 and known as Trust Number 1088527

**Loan / Mortgage Amount:** \$2,980,000.00

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

**Certificate number:** 028A6794-1CAC-4970-9016-49793FBFCD90

**Execution date:** 5/7/2020

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**Mortgage  
(including Security Agreement,  
Fixture Filing and Assignment  
of Rents & Leases;  
Secures Swaps & Other Rate  
Protection Obligations as well  
as other Liabilities)**

Dated as of 5/7, 2020

The above space for recorder's use

This Mortgage (as modified from time to time, the "Mortgage") has been executed by Chicago Title Land Trust Company, a corporation of Illinois as Trustee under Trust Agreement dated June 11, 1986 and known as Trust Number 1088527 ("Mortgagor"), with Mortgagor's principal office at c/o MHF Corporation, 184 Shuman Blvd., #150, Naperville, Illinois 60563, in favor of Wheaton Bank & Trust Company, N.A., as mortgagee (together with any successor, assign or subsequent holder, "Mortgagee"), with an office at 6262 South Route 83, Suite 300, Willowbrook, Illinois 60527, Attn: Scott Rofstad. Various capitalized terms used in this Mortgage have the meanings set forth in the Section of this Mortgage entitled "DEFINITIONS."

In consideration of Mortgagee's extension of new financial accommodations or continuation of existing financial accommodations to Mortgagor, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

## 1. DEFINITIONS.

(a) As used in this Mortgage the following terms shall have the indicated meanings unless otherwise specified:

"Constituent Documents"—means the articles or certificate of incorporation, by-laws, partnership agreement, certificate of limited partnership, limited liability company operating agreement, limited liability company articles of organization, trust agreement, certificate of formation, and all other documents and instruments pertaining to the formation and ongoing existence of any person or entity which is not a natural person.

"Dollar" and "\$" means lawful money of the United States of America.

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“Event of Default”—see Section entitled “EVENTS OF DEFAULT.”

“Guarantor” means any person, or any persons severally, who now or hereafter guarantees payment or collection of all or any part of the Liabilities or provides any collateral for the Liabilities.

“Liabilities”—see Section entitled “LIABILITIES.”

“Loan Agreement” means: the Loan Agreement dated May 7, 2020 by and among Mortgagee, Mortgagor, Adco Professional Products, LLC, Wash Wheel, LLC, MHF Corporation and Eminent Technologies, LLC, providing for a Revolving Credit Note in the amount of \$1,500,000.00, Term Loan A in the original principal amount of \$900,000.00 and Term Loan B in the original principal amount of \$580,000.00 for a total principal loan of \$2,980,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Loan Agreement.

“Mortgagee Affiliate” means any affiliate of Mortgagee from time to time party to any Related Document, including Rate Protection Agreements.

“Mortgage Permitted Encumbrance” means: (i) this Mortgage; (ii) any other lien in favor of Mortgagee; (iii) liens for ad valorem taxes and special assessments not delinquent; and (iv) typical utility easements and rights of access.

“Premises”—see Section entitled “GRANT OF LIEN.”

The term “person” includes both individuals and organizations.

“Rate Protection Agreement(s)” means, in each case if entered into with Mortgagee or any Mortgagee Affiliate, any agreement or understanding:

(i) pertaining to rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transaction of any combination of any of the foregoing (including any options to enter into any of the foregoing); or

(ii) which is any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, together with any related schedules and confirmations thereunder.

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“Related Document(s)” means this Mortgage, the Loan Agreement, the other Financing Agreements identified in the Loan Agreement, and any agreement, guaranty, Rate Protection Agreement, Environmental Indemnity Agreement, Collateral Assignment of Beneficial Interest or other document or instrument previously, now or hereafter delivered to Mortgagee in connection with the Liabilities or this Mortgage.

“Subsidiary” means any corporation, partnership, limited liability company, joint venture, trust, or other legal entity of which Mortgagor owns directly or indirectly 50% or more of the outstanding voting stock or interest, or of which Mortgagor has effective control, by contract or otherwise.

“Trust Agreement”—see preamble.

“Unmatured Event of Default” means any event or condition that would become an Event of Default with notice or the passage of time or both.

“R.R. Street” means R.R. Street & Co., Inc., a Delaware corporation.

(b) As used in this Mortgage, unless otherwise specified: the term “including” means “including without limitation;” the term “days” means “calendar days”; and terms such as “herein,” “hereof” and words of similar import refer to this Mortgage as a whole. References herein to partners of a partnership, joint venturers of a joint venture, or members of a limited liability company, mean, respectively, persons or entities owning or holding partnership interests, joint venture interests, or membership interests in such partnership, joint venture or limited liability company. Unless otherwise defined herein, all terms (including those not capitalized) that are defined in the Loan Agreement or the Uniform Commercial Code of Illinois shall have the same meanings herein as in the Loan Agreement or such Code, as applicable. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to sections or provisions without reference to the document in which they are contained are references to this Mortgage.

2. **GRANT OF LIEN.** Mortgagor hereby grants, bargains, sells, conveys and mortgages to Mortgagee and its successors and assigns forever, under and subject to the terms and conditions hereinafter set forth, all of Mortgagor’s right, title and interest in and to the real property: (i) located in Cook County, State of Illinois described in **Exhibit A** attached hereto and by this reference incorporated herein, all or part of which is commonly known as **4566-4600 South Tripp Avenue Chicago, Illinois 60632**, including all improvements now and hereafter located thereon, **TOGETHER WITH THE FOLLOWING:**

(a) all rents, issues, profits, royalties and income with respect to the said real estate and improvements and other benefits derived therefrom, subject to the right, power and authority given to Mortgagor to collect and apply same; and

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(b) all right, title and interest of Mortgagor in and to all leases or subleases covering the said real estate and improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including all cash or security deposits, advance rentals, and deposits or payments of similar nature; and

(c) all privileges, reservations, allowances, hereditaments and appurtenances belonging or pertaining to the said real estate and improvements and all rights and estates in reversion or remainder and all other interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the said real estate and improvements; and

(d) all easements, rights-of-way and rights used in connection with the said real estate and improvements or as a means of ingress and egress thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; and

(e) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the said real estate and improvements, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said real estate and improvements; and

(f) any and all buildings and improvements now or hereafter erected on the said real estate, including all the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements; and

(g) all materials intended for construction, reconstruction, alteration and repairs of the said real estate and improvements, all of which materials shall be deemed to be included within the said real estate and improvements immediately upon the delivery thereof to the said real estate; and

(h) all fixtures now or hereafter owned by R.R. Street or any of the Loan Parties and attached to or contained in and used in connection with the said real estate and improvements, including all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by R.R. Street or any of the Loan Parties and used or useful in the operation of the said real estate and improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom, whether or not the same are or shall be attached to the said real estate and improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by R.R. Street or any of the Loan Parties and placed by it on and in the said real estate and improvements shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to any of the aforesaid property which does not so form a part and parcel of the real estate or does not constitute a "fixture"

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(as such term is defined in the Uniform Commercial Code of Illinois), this Mortgage is deemed to be a security agreement under the Uniform Commercial Code of Illinois for the purpose of creating hereby a security interest in such property, which Mortgagor as debtor hereby grants to Mortgagee as secured party; and

(i) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to any proceeds of insurance related thereto, which Mortgagor now has or may hereafter acquire in the said real estate and improvements or personal property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the said real estate and improvements or personal property, including any awards resulting from a change of grade of streets and awards for severance damages;

(j) without limiting (a)-(i), all proceeds and products of the foregoing

(the said real estate and improvements and the property and interests described in (a) through (j) above, being collectively referred to herein as the "Premises"),

TO HAVE AND TO HOLD the same unto Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth. Without limiting any other provision hereof, Mortgagor covenants that it is lawfully seized of the Premises, that the same are unencumbered except for Permitted Encumbrances, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

3. **LIABILITIES.** The Premises shall secure the payment and performance of all of the "Liabilities" (as such term is defined in the Loan Agreement) of the Loan Parties to the Mortgagee and all applicable Mortgagee Affiliates, including but not limited to liabilities:

(a) to Mortgagee howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising, joint, several or joint and several, including all obligations of the Loan Parties or any one of them under or with respect to the Loan Agreement, the Revolving Credit Note, Term Loan A Note, Term Loan B Note, Rate Protection Agreements, future advances and letters of credit issued by Mortgagee for the account of or at the request of Mortgagor and all reimbursement obligations arising therefrom;

(b) to Mortgagee by any other Loan Party pursuant to the Related Documents, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising, joint, several or joint and several, including obligations under or with respect to the Loan Agreement;

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(c) to Mortgagee or any Mortgagee Affiliate under or in connection with Rate Protection Agreements and letters of credit issued by such person for the account of or at the request of any Loan Party and all reimbursement obligations arising therefrom; and

(d) to Mortgagee or any Mortgagee Affiliate under or in connection with: (i) Related Documents; (ii) any guaranty by a Loan Party of any obligations of any other person to Mortgagee or any Mortgagee Affiliate; (iii) any expenses (including attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Mortgagee or any Mortgagee Affiliate, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Mortgagee or any Mortgagee Affiliate in connection with the enforcement or preservation of its rights hereunder or under any Related Document; and (iv) interest accruing after filing of a petition in bankruptcy; and

(e) to Mortgagee as to all sums advanced by Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the Related Documents, or otherwise advanced by Mortgagee pursuant to the provisions hereof or thereof to protect the property hereby mortgaged and pledged

(any or all obligations and liabilities described in the foregoing portion of this Section, the "Liabilities"). This Mortgage shall continue and remain in effect notwithstanding that at any particular time there may be no Liabilities outstanding. Notwithstanding the foregoing, if Mortgagor is a natural person the Premises shall not secure any Liabilities subject to Regulation Z of the Federal Reserve Board unless the Truth in Lending disclosure pertaining to such Liabilities discloses the Premises as security for such Liabilities.

**THE TOTAL AMOUNT OF INDEBTEDNESS SECURED HEREBY SHALL NOT EXCEED FIVE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$5,960,000.00) OUTSTANDING AT ANY ONE TIME, PLUS INTEREST THEREON.**

4. Intentionally Omitted.

5. **REPRESENTATIONS.**

(a) Mortgagor represents and warrants to Mortgagee that:

(i) Mortgagor's exact complete legal name is as set forth in the preamble hereto. If Mortgagor is an organization: Mortgagor's type of organization and jurisdiction of organization or formation are as set forth in the preamble hereto; Mortgagor's place of business or, if Mortgagor has more than one place of business, Mortgagor's chief executive office, is at Mortgagor's address set forth in the preamble hereto; and Mortgagor has never been organized or formed in any jurisdiction other than the jurisdiction set forth in the preamble hereto. Except as and if specifically disclosed by Mortgagor to Mortgagee IN WRITING prior to the execution hereof, during the five (5) years and six months prior to the date hereof, Mortgagor has not been known by any legal name different from the one set forth in the preamble hereto nor has Mortgagor

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been the subject of any merger, consolidation, or other corporate or organizational reorganization.

(ii) The execution, delivery and performance of this Mortgage is within Mortgagor's powers and have been authorized by all necessary action required by law and Mortgagor's Constituent Documents.

(iii) The execution, delivery and performance of this Mortgage has received any and all necessary governmental approval, and does not and will not contravene or conflict with any provision of law, any Constituent Document or any agreement affecting Mortgagor or its property.

(iv) Intentionally omitted.

(v) No financing statement, mortgage, notice of judgment or any similar instrument (unless filed on behalf of Mortgagee) covering any Premises is on file in any public office, except as pertains to Permitted Encumbrances.

(vi) Mortgagor is the lawful owner of and has rights in or power to transfer all Premises, free and clear of all liens, pledges, charges, mortgages, and claims other than any in favor of Mortgagee, except for Permitted Encumbrances.

6. **COVENANTS.** R.R. Street agrees to comply with the following covenants so long as this Mortgage remains in effect:

(a) Intentionally omitted.

(b) R.R. Street shall provide to Mortgagee, at such times and in such form as provided for in the Related Documents:

(i) a "rent roll" and other information concerning any and all leases, rentals and tenants of any or all of the Premises; and

(ii) copies of all assessments, bills and other information pertaining to any and all ad valorem and other taxes and Impositions on or pertaining to any or all of the Premises.

(c) Mortgagor and R.R. Street shall at all times provide, maintain and keep in force such insurance in such amounts and against such risks on or pertaining to the Premises as Mortgagee shall from time to time reasonably request, and in any event including:

(i) during construction (if any), all-risks package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance, and physical damage insurance;



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(ii) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to not less than one hundred percent (100%) of the full replacement value of the Premises;

(iii) public liability insurance against bodily injury and property damage with such limits as Mortgagee may require;

(iv) steam boiler, machinery, and other insurance of the types and in amounts as Mortgagee may require, but in any event not less than customarily carried by persons owning or operating like properties; and

(v) if the Premises are located in an area that has been identified by the United States Department of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968 or other applicable law or regulation, flood insurance in an amount at least equal to the replacement cost of any improvements on the Premises or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968 or such other applicable law or regulation, whichever is less.

All insurance policies required hereby ("Policies") shall be in form and substance reasonably acceptable to Mortgagee.

(d) Mortgagor and R.R. Street agrees to pay or cause to be paid prior to delinquency all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including any non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Premises, which are assessed or imposed upon the Premises, or become due and payable, and which create, may create or appear to create a lien upon the Premises, or any part thereof (all of such taxes, assessments and other governmental and non-governmental charges of the above-described or like nature are hereinafter referred to as "Impositions"). R.R. Street shall furnish Mortgagee upon request official receipts evidencing payment thereof.

(e) Intentionally omitted.

(f) Mortgagor and R.R. Street shall:

(i) keep the Premises, including any sidewalk, road, parking or landscape located thereon, in good condition, repair and order, and free of nuisance;

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(ii) not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or governmental regulations) any improvements which are part of the Premises;

(iii) promptly repair and restore any portion of the Premises which may become damaged or be destroyed so as to be of at least equal value and of substantially the same character as prior to such damage or destruction;

(iv) subject to any right to contest set forth herein, pay when due all claims for labor performed and materials furnished to and for the Premises;

(v) comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises or any part thereof or requiring any alterations or improvements;

(vi) not commit or permit any waste or deterioration of the Premises;

(vii) not commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance or regulation;

(viii) not initiate or acquiesce in any zoning change or reclassification of the Premises;

(ix) pay all utilities incurred for the Premises; and

(x) keep the Premises free and clear of all liens and encumbrances of every sort except Permitted Encumbrances.

(g) As to any damage to or destruction of the Premises:

(i) R.R. Street shall give Mortgagee prompt written notice of any damage to or destruction of any portion or all of the Premises. If and to the extent Mortgagee so consents in writing, losses covered by insurance may be settled and adjusted by R.R. Street. In all other cases, Mortgagee at its option may settle and adjust any insurance claim without the consent of Mortgagor or Street. In any case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses so incurred by Mortgagee shall be so much additional indebtedness secured by this Mortgagee, and shall be reimbursed to Mortgagee upon demand.

(ii) In the event of any insured damage to or destruction of the Premises or any part thereof the proceeds of insurance payable as a result of such loss shall be applied upon the Liabilities or applied to the repair and restoration of the Premises, as Mortgagee in its sole discretion shall elect, and consistent with the Loan Agreement.

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- (iii) Intentionally omitted.
- (h) As to any “condemnation” of the Premises:
- (i) If the Premises or any part thereof or interest therein are taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor or Street receive any notice or other information regarding any such proceeding, Mortgagor or Street, as applicable, shall give prompt written notice thereof to Mortgagee.
- (ii) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All proceeds of compensation, awards, damages, rights of action and proceeds awarded to Mortgagor or Street, as applicable (all such, “Condemnation Awards”) are hereby assigned to Mortgagee and each of Mortgagor and Street, as applicable, agrees to execute such further assignments of the Condemnation Awards as Mortgagee may require.
- (iii) All Condemnation Awards shall be applied upon the Liabilities or applied to the repair and restoration of the Premises, as Mortgagee in its sole discretion shall elect.
- (iv) If Mortgagee shall elect that Condemnation Awards are to be applied to the repair and restoration of the Premises, Street hereby covenants promptly to repair and restore the same in such manner as Mortgagee may require; if the Condemnation Awards are not sufficient to pay for the full repair and restoration costs, Mortgagor shall pay such amounts out of its own funds. R.R. Street shall reimburse Mortgagor for costs incurred in repair and restoration in such manner as it shall deem fit, and at all times the undisbursed balance of Condemnation Awards remaining in the hands of R.R. Street shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens except Permitted Encumbrances.
- (i) Mortgagee and its agents are authorized to enter at any time upon or in any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts Mortgagee is authorized to perform under the terms of this Mortgage or any of the Related Documents.
- (k) Except for Permitted Encumbrances, Mortgagor and R.R. Street shall not create, suffer or permit to be created or filed against the Premises, or any part thereof or interest therein, any mortgage lien, security interest, or other lien, charge or encumbrance, either superior or inferior to the lien of this Mortgage without the express written consent of Mortgagee. Mortgagor or R.R. Street may contest in good faith and by appropriate proceedings the validity of any such lien, charge or encumbrance, if, as preconditions: (i) Mortgagor or R. R. Street shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts or form as

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Mortgagee shall require; and (ii) Mortgagor or R. R. Street shall diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor or R. R. Street shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee or R. R. Street may, but shall not be obligated to, discharge the same, 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 in such manner as is or may be prescribed by law, and any amounts expended by Mortgagee in so doing shall be payable by Mortgagor or R. R. Street upon demand by Mortgagee, with interest thereon at a rate equal to the Default Rate as such term is defined in the Loan Agreement, in addition to any other interest applicable pursuant to the Loan Agreement from the date of demand to the date of payment, and shall be so much additional indebtedness secured by this Mortgage. If title to the Premises is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein upon the creation of any lien against the Premises shall also be construed as a similar prohibition or limitation against the creation of any lien or security interest upon the beneficial interest under such trust.

(j) Intentionally omitted.

(k) Intentionally omitted.

(l) If any documentary stamp, intangible, recording or other tax or fee becomes due in respect of the Liabilities or this Mortgage or the recording thereof, Street shall pay such amount in the manner required by law.

(m) Mortgagor shall keep at its address for notices hereunder its records concerning the Premises, which records shall be of such character as will enable Mortgagee to determine at any time the status of the Premises. Mortgagor shall permit Mortgagee from time to time to inspect, audit, and make copies of, and extracts from, all records and all other papers in the possession or control of Mortgagor pertaining to the Premises.

7. Intentionally omitted.

8. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default":

(a) Any Event of Default as such term is defined in the Loan Agreement shall occur; or

(b) **DUE ON SALE CLAUSE:** Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event any beneficiary of Mortgagor (if Mortgagor is a land trust) shall sell, transfer, convey or assign any beneficial interest under the Trust by which Mortgagor was created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or Mortgagor or such a beneficiary shall contract to do any of the foregoing, other than an assignment in favor of Lender; or Mortgagor or any other person or entity shall grant, or any person other than Mortgagee shall obtain, a security interest in or mortgage or other lien or encumbrance upon the Premises except for Permitted

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Encumbrances; Mortgagor or any other person shall perfect (or attempt to perfect) such a security interest or encumbrance; a court shall determine that Mortgagee does not have a first-priority mortgage and security interest in the Premises enforceable in accordance with the terms hereof.

## 9. DEFAULT REMEDIES.

(a) Notwithstanding any provision of any document or instrument evidencing or relating to any Liability upon the occurrence of any Event of Default specified Section 8, Mortgagee at its option may declare the Liabilities immediately due and payable without notice or demand of any kind (except as and if otherwise specifically set forth herein).

(b) Upon the occurrence of any Event of Default, Mortgagee may exercise any rights and remedies under this Mortgage (including as set forth below in this Section), any Related Document, at law or in equity, and, without limiting the foregoing or any other provision hereof, may: (i) either in person or by agent, with or without bringing any action or proceeding, if applicable law permits, enter upon and take possession of the Premises, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or any part thereof or interest therein, increase the income therefrom or protect the security hereof. Mortgagee shall be entitled to exercise every right provided for in this Mortgage or any of the Related Documents or by law upon occurrence of any Event of Default; or (ii) commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or (iii) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of Illinois, and any notice of sale, disposition or other intended action by Mortgagee, sent to Mortgagor at its address specified herein, at least five (5) days prior to such action, shall constitute reasonable notice to Mortgagor.

(c) When the Liabilities, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Liabilities or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Liabilities, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, any of the Related Documents or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be so much additional indebtedness secured by this Mortgage and immediately due and payable with interest

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thereon at a rate equal to the Default Rate as such term is defined in the Loan Agreement, in addition to any other interest applicable pursuant to the Loan Agreement. In the event of any foreclosure sale of the Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

(d) The proceeds of any foreclosure sale of the Premises or of the exercise of any other remedy hereunder shall be distributed and applied in accordance with the Loan Agreement.

(e) Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises or any portion thereof. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of R.R. Street or any other Loan Party at the time of application for such receiver and without regard to the then value of the Premises, and Mortgagee or any holder of any of the Liabilities under the Loan Agreement may be appointed as such receiver. Such receiver shall have power (i) to collect the gross rental and other revenues during the pendency of such foreclosure suit, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (ii) power to extend or modify any then existing leases and to make new leases, which extension, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured by this Mortgage, or found due or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

(f) In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing and restoring the Premises, shall be used to pay the amount due in accordance with any judgment of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

(g) Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any of the Related Documents or other Mortgage or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien,

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assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Mortgage or any of the Related Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as it may be deemed expedient by Mortgagee; Mortgagee may pursue inconsistent remedies. Failure by Mortgagee to exercise any right which it may exercise hereunder, or the acceptance by Mortgagee of partial payments, shall not be deemed a waiver by Mortgagee of any default or of its right to exercise any such rights thereafter.

(h) Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession.

(i) To the extent permitted by applicable law, Mortgagor agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but rather waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby expressly waives any and all rights of redemption from sale or from or under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of Mortgagor and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the laws of the State in which the Premises are located.

10. **RIGHTS OF MORTGAGEE.** If any Loan Party fails to make any payment or to do any act as and in the manner provided herein or in any of the Related Documents, Mortgagee in its own discretion, without obligation so to do and without releasing Mortgagor or R.R. Street from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation:

(a) to enter upon and take possession of the Premises;

(b) to make additions, alterations, repairs and improvements to the Premises which it may consider necessary and proper to keep the Premises in good condition and repair;

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(c) to appear and participate in any action or proceeding affecting or which may affect the Premises, the security hereof or the rights or powers of Mortgagee;

(d) to pay any Impositions asserted against the Premises and to do so according to any bill, statement or estimate procured from the appropriate office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any Imposition;

(e) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appears to affect the Premises or the security of this Mortgage or which may be prior or superior hereto; and

(f) in exercising such powers, to pay necessary expenses, including employment of and payment of compensation to inside and outside counsel or other necessary or desirable consultants, contractors, agents and other employees.

Mortgagor irrevocably appoints Mortgagee its true and lawful attorney in fact, at Mortgagee's election, to do and cause to be done all or any of the foregoing in the event Mortgagee shall be entitled to take any or all of the action provided for in this Section. R.R. Street shall immediately, upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including, costs of evidence of title, court costs, appraisals, surveys, attorney's fees, legal costs and expenses, and time charges of attorneys who may be employees of Mortgagee, in each and every case whether in or out of court, in original or appellate proceedings or in bankruptcy, all of which shall constitute so much additional indebtedness secured by this Mortgage immediately due and payable, with interest thereon at the Default Rate set forth in the Loan Agreement, in addition to, without duplication, the interest rate set forth in the Loan Agreement applicable to the Term Loan B Note.

11. **ESTOPPEL LETTERS.** R.R. Street shall furnish from time to time within 15 days after Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

12. **DECLARATION OF SUBORDINATION TO LEASES.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases and subleases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds of the county wherein the Premises are situated, of a unilateral declaration to that effect.

13. **OBLIGATIONS UNCONDITIONAL.** Except as and if otherwise specifically set forth herein, each of Mortgagor and R.R. Street irrevocably waives presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, demand, diligence, grace, notice of dishonor or default, notice of nonpayment, notice of acceptance, notice of any loans made, extensions granted or other action taken



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in reliance hereon, and all other demands and notices of any kind in connection with this Mortgage or the Liabilities.

14. **ENVIRONMENTAL MATTERS.** Without limiting Mortgagor's or R.R. Street's obligations under any provision of any environmental indemnity agreement or other Related Document:

- (a) Mortgagor and R.R. Street shall immediately advise Mortgagee in writing of
  - (i) any governmental or regulatory actions instituted or threatened under any Hazardous Material Law affecting the Premises including any notice of inspection, abatement or noncompliance;
  - (ii) all claims made or threatened by any third party against Mortgagor, R. R. Street or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material;
  - (iii) R.R. Street's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner which may support a claim under any Hazardous Material Law; and
  - (iv) R.R. Street's discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject Mortgagor, R.R. Street or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Material Law. R.R. Street shall immediately deliver to Mortgagee any documentation or records as Mortgagee may request in connection with all such notices, inquiries, and communications, and shall advise Mortgagee promptly in writing of any subsequent developments.

15. **FIXTURE FILING.** Mortgagor, R.R. Street and Mortgagee agree, to the extent permitted by law, that:

- (a) All of the goods described in Section 2(h) herein as fixtures are or are to become fixtures on the real property described in Exhibit A.
- (b) This instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the Uniform Commercial Code of Illinois; and
- (c) Mortgagor is the record owner of the real property described in Exhibit A.

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## 16. FURTHER PROVISIONS.

(a) The recitals hereto are hereby made a part of this Mortgage. All the covenants hereof shall run with the land. Time is of the essence of this Mortgage and of each and every provision hereof.

(b) To the extent that proceeds of the indebtedness secured by this Mortgage is used to pay an outstanding lien, charge or prior encumbrance against the Premises, Mortgagee shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances, and shall have the benefit of the priority thereof, irrespective of whether said liens, charges or encumbrances are released.

(c) Mortgagor and R.R. Street will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every further acts, deeds, conveyances, transfers and assurances necessary or advisable, in the judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

(d) No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Liabilities.

(e) If the lien of this Mortgage is invalid or unenforceable as to any part of the indebtedness secured by this Mortgage, or if such lien is invalid or unenforceable as to any part of the Premises, the unsecured or partially secured portion of the indebtedness secured by this Mortgage shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made on the indebtedness secured by this Mortgage, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof which is not secured or fully secured by the lien of this Mortgage.

(f) Nothing herein or in any Related Document contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively: (i) to require Mortgagor to pay interest at a rate greater than is lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (ii) to require Mortgagor to make any payment or do any act contrary to law; and if any provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such provision only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

(g) In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of the Premises, Mortgagee is hereby authorized and empowered to deal with such

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vendee or transferee with reference to the Premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagor or R.R. Street, without in any way releasing or discharging Mortgagor or R.R. Street from the covenants and/or undertakings hereunder, and without Mortgagee waiving its rights to accelerate the Liabilities as set forth herein.

(h) Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Premises, or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to this Mortgage or any Related Documents and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party obligated on said indebtedness to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability of any person or entity personally obligated for any Liabilities, but shall extend the lien hereof as against the title of all parties having interest in said security which interest is subject to the indebtedness secured by this Mortgage.

17. **NOTICES.** All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made five business days after a record has been deposited in the mail, postage prepaid, or one business day after a record has been deposited with a recognized overnight courier, charges prepaid or to be billed to the sender, or on the day of delivery if delivered manually with receipt acknowledged, in each case addressed or delivered if to Mortgagee to the address first above stated for the Mortgagee, Attention: Scott Rofstad, with a copy to Geoffrey Morgan, Esq., Croke Fairchild Morgan & Beres LLC, 180 N. LaSalle Street, Suite 2750, Chicago, Illinois 60601, and if to Mortgagor to its address indicated in the preamble hereto with a copy to R.R. Street, or to such other address as may be hereafter designated in writing by the respective parties hereto by a notice in accord with this Section.

18. **MISCELLANEOUS.** Except as and if otherwise specifically agreed in any Related Document pertaining to collateral for the Liabilities, and only as to such Related Document, and to the extent, if any, that the UCC or other law provides for the application of the law of a different State, this Mortgage and the Related Documents shall be: (i) governed by and construed in accordance with the internal law of the State of Illinois; and (ii) deemed to have been executed in the State of Illinois. This Mortgage shall bind Mortgagor, R.R. Street, its(his)(her) heirs, trustees (including successor and replacement trustees), executors, personal representatives, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns, except that neither Mortgagor nor R.R. Street may transfer or assign any rights or obligations hereunder without the prior written consent of Mortgagee. If an Event of Default has occurred and is continuing, R.R. Street agrees to pay upon demand all expenses (including attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Mortgagee, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Mortgagee or any holder hereof in connection with the enforcement or preservation of its rights hereunder or under any Related Document or under any document or instrument executed in connection herewith or therewith. To the maximum extent permitted by

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applicable law, Mortgagee is hereby authorized by Mortgagor and R.R. Street without notice to Mortgagor or R. R. Street to fill in any blank spaces and dates herein or in any Related Document to conform to the terms of the transaction and/or understanding evidenced hereby.

**THIS MORTGAGE AND THE RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**19. NO PARTY HERETO MAY SEEK OR RECOVER PUNITIVE DAMAGES IN ANY PROCEEDING BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO MORTGAGEE TO EXTEND CREDIT SECURED BY THE PREMISES.**

**20. SEVERABILITY.** If any term, covenant, condition or provision of this Mortgage is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Mortgage will in no way be affected, impaired or invalidated as a result.

**21. JURISDICTION AND VENUE.** Notwithstanding the terms of any Related Document to the contrary, Mortgagor and (by its acceptance hereof) Mortgagee:

(a) agree irrevocably that all suits, actions or other proceedings with respect to this Mortgage shall be subject to litigation in courts having situs within or jurisdiction over the state and county where the Premises are located;

(b) consent and submit to the jurisdiction of any such court; and

(c) waive any right to transfer or change the venue of any suit, action or other proceeding brought in accordance with this Section, or to claim that any such proceeding has been brought in an inconvenient forum.

**22. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR AND (BY ITS ACCEPTANCE HEREOF) MORTGAGEE VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG MORTGAGOR AND MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN MORTGAGEE AND MORTGAGOR.**

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IN WITNESS WHEREOF MORTGAGOR HAS SIGNED, SEALED AND DELIVERED THIS MORTGAGE AS OF THE DATE INDICATED ABOVE.

MORTGAGOR:

Chicago Title Land Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated June 11, 1986 and known as Trust Number 1088527



By: *[Signature]* *not personally*

Its: ASSISTANT VICE PRESIDENT

State of Illinois  
County of Cook

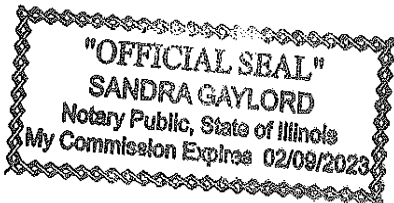
} SS.

I, *The undersigned*, a Notary Public in and for said County, DO HEREBY CERTIFY that *Leodes Martinez*, who is(are) personally known to (or was adequately identified to me) me to be the same person(s) whose names are subscribed to the foregoing instrument as ASSISTANT VICE PRESIDENT of *Chicago Title Land Trust Company* appeared before me and acknowledged that (s)he signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act, and the free and voluntary act of \_\_\_\_\_, as indicated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *8th* day of *May*, 2020.

NOTARY PUBLIC

*[Signature]*



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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R.R. STREET:

R.R. STREET & CO., INC., beneficial owner

BY: [Signature]  
Name: Marc A. Boud  
Title: President + CEO

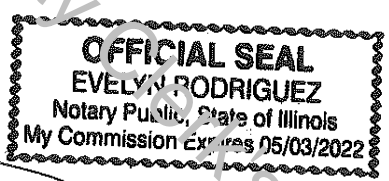
State of Illinois  
County of Cook

} SS.

I, Evelyn Rodriguez, a Notary Public in and for said County, DO HEREBY CERTIFY that Marc A. Boud, who is(are) personally known to (or was adequately identified to me) me to be the same person(s) whose names are subscribed to the foregoing instrument as President & CEO of R.R. STREET & CO., INC., appeared before me and acknowledged that (s)he signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act, and the free and voluntary act of RR Street & Co, as indicated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of May, 2020.

[Signature]  
NOTARY PUBLIC



This document prepared by and when recorded mail to:

Wheaton Bank & Trust Company, N.A.  
6262 South Route 83, Suite 300  
Willowbrook, IL 60527  
Attention: Scott Rofstad  
Telephone: 630/456-7858

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## EXHIBIT A LEGAL DESCRIPTION

### Parcel 1:

That part of Lot 'B' in the Circuit partition of the South 1/2 and that part of the Northwest 1/4 lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, on April 29, 1897, as Document No. 2530529 in book 67 of Plats, page 44, bounded and described as follows: Beginning at the intersection of the West line of South Tripp Avenue (a private street) and a line 1786.32 feet South of and parallel to the East and West center line of said Section 3; thence West along last described parallel line to its intersection with a line 810.93 feet East of and parallel to the North and South center line of said Section 3; thence South along last described parallel line to its intersection with a line 2074.05 feet South of and parallel to said East and West center line of Section 3; Thence East along last described parallel line to its intersection with said West line of South Tripp Avenue; thence North Along said West line of South Tripp Avenue to the point of beginning the above description is based upon the following definitions:

The North and South center line of said Section 3 is defined as a straight line drawn from a point on the North line of said Section 3 measured 2648.14 feet West of the North East corner of said Section 3, and measured 2642.84 feet East from the North West corner of said Section 3, to a point on the South line of said Section 3 measured 2669.37 feet West from the South East corner of said Section 3, and measured 2668.04 feet East from the Southwest corner of said Section 3, the East and West center line of said Section 3 is defined as a straight line drawn from a point on the East Line of said Section 3 measured 2597.19 feet South from the North East corner of said Section 3, and measured 2669.84 feet North from the South East corner of said Section 3, to a point on the West line of said Section 3 measured 2598.77 feet South from the Northwest corner of said Section 3, and measured 2661.19 feet North from the South West corner of said Section 3; South Tripp Avenue is defined as a strip of Land lying in Lot 'B' of the Subdivision recorded in Book 67 of Plats, page 44, on April 29, 1897, as Document No. 2530529, which is 66 feet in width, extending Southerly from the South line of West 45th Street (a private street) to the North line of West 47th Street (a public street); the East line of said strip is a straight line parallel to and 1008.93 feet East of the North and South center line of Section 3; the West line of said strip, adjoining on the East the Land hereby described, is a straight line parallel to and 66 feet West of the East line of said strip, in Cook County, Illinois

### Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as created by instrument dated November 8, 1951 and recorded November 23, 1951 as document 15222179 over and upon that part of the South 15 feet of the North 1786.32 feet of Lot "B" in Circuit Court partition aforesaid extending from the West line of South Tripp Avenue, a private street, to the following described line beginning a point a line 807.93 feet East of and parallel to North and South center line of

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Section 3, said point being 1653.99 feet South of the East and West center line of said Section 3; thence Southeasterly along a straight line to its intersection with the North line of said property hereby conveyed, said North line being a line 1786.32 feet South of and parallel to said East and West center line of Section, said intersection being 624.47 feet East of South North and South center line of Section 3, for use of the same for a part of a private alley 30 feet in width.

Parcel 3:

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as created by instrument dated January 12, 1955 and recorded March 18, 1955 as document 16179491 and by instrument dated November 30, 1954 and recorded January 3, 1955 as document 16112330 over & Upon that part of the South 15 feet of the North 2089.05 feet of Lot B in Circuit Court Partition aforesaid extending from the West line of South Tripp Ave, a private street, to a line 810.93 feet East of and parallel to the North and South center line of said Section 3 for use of the same for and as a part of a private alley 30 feet in width, all in Cook County, Illinois.

Property Address: 4566-4600 South Tripp Avenue, Chicago, Illinois 60632

Permanent Index Number: 19-03-400-031-0000