

GNT 20-0003

4/4

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



2026834057

Doc# 2026834057 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 09:49 AM PG: 1 OF 3

The property identified as: PIN: 25-31-115-001-0000

Address:

Street: 12935 S. Gregory

Street line 2:

City: Blue Island

State: IL

ZIP Code: 60406

Lender: Waterfall Bridge Capital LLC

Borrower: Veterans Services LLC

Loan / Mortgage Amount: \$3,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

S Y
P 35
S N
M Y
SC Y
E Y
INT DRC

Certificate number: 3F5BBAA9-18D8-4E20-AA22-5AA328C792C9

Execution date: 3/18/2020

Loan Number: LN0043

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AFTER RECORDING RETURN TO:

Guaranty National Title Company
123 W. Madison St, Suite 1000
Chicago, IL 60602

PIN(s): See Exhibit B

Space Above This Line for Recording Data

**MORTGAGE,
 ASSIGNMENT OF RENTS
 AND SECURITY AGREEMENT**

This Mortgage, Assignment of Rents and Security Agreement (“**Instrument**”) is made to be effective this March 18, 2020 between **Veterans Services, LLC, a Delaware limited liability company**, as mortgagor (“**Borrower**”), whose address is 625 W. Madison Street, Unit 1311, Chicago, IL 60661 and **Waterfall Bridge Capital LLC, a California limited liability company**, as mortgagee (“**Lender**”), whose address is 345 North Maple Drive, Suite 120, Beverly Hills, CA 90210.

RECITAL

Borrower is indebted to Lender in the principal amount of Three Million Dollars and 00/100 (\$3,000,000.00) (the “**Debt**” or “**Loan**”) as evidenced by Borrower’s Note payable to Lender dated as of the date of this Instrument and maturing on April 1, 2021 (“**Maturity Date**”).

AGREEMENT

TO SECURE TO LENDER the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Note or any other Loan Document, Borrower mortgages, warrants, grants, conveys and assigns to Lender the Mortgaged Property, including the Land located in Cook County, State of Illinois and described in **Exhibit A** attached to this Instrument. The common street address of the Mortgaged Property is **1235 South Gregory Street, Blue Island, IL 60406**.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property, has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the schedule of exceptions to coverage in the title policy issued to and accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender’s interest in the Mortgaged Property (“**Schedule of Title Exceptions**”). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

Covenants. In consideration of the mutual promises set forth in this Instrument, Borrower and Lender covenant and agree as follows:

- 1. Definitions.** The following terms, when used in this Instrument (including when used in the above recitals), will have the following meanings:

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“Attorneys’ Fees and Costs” means (a) fees and out-of-pocket costs of Lender’s and Loan Servicer’s attorneys, as applicable, including costs of Lender’s and Loan Servicer’s in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (b) costs and fees of expert witnesses, including appraisers; (c) investigatory fees; and (d) the costs for any opinion required by Lender pursuant to the terms of the Loan Documents.

“Borrower” means all Persons identified as “Borrower” in the first paragraph of this Instrument, together with their successors and assigns.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which Lender or the national banking associations are not open for business.

“Event of Default” means the occurrence of any event described in Section 8.

“Fixtures” means all property owned by Borrower which is attached to the Land or the Improvements so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

“Governmental Authority” means any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, or the use, operation or improvement of the Mortgaged Property, or over Borrower.

“Ground Lease” means the lease described in Exhibit A pursuant to which Borrower leases the Land, as such lease may from time to time be amended, modified, supplemented, renewed and extended.

“Improvements” means the buildings, structures, improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

“Indebtedness,” “Debt” or “Loan” means the principal of, interest at the fixed or variable rate set forth in the Note on, and all other amounts due at any time under, the Note, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances as provided in Section 7 to protect the security of this Instrument.

“Land” means the land described in Exhibit A.

“Leasehold Estate” means Borrower’s interest in the Land and any other real property leased by Borrower pursuant to the Ground Lease, if applicable, including all of the following:

- (a) All rights of Borrower to renew or extend the term of the Ground Lease.

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- (b) All amounts deposited by Borrower with Ground Lessor under the Ground Lease.
- (c) Borrower's right or privilege to terminate, cancel, surrender, modify or amend the Ground Lease.
- (d) All other options, privileges and rights granted and demised to Borrower under the Ground Lease and all appurtenances with respect to the Ground Lease.

"Leases" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

"Lender" means the entity identified as "Lender" in the first paragraph of this Instrument, or any subsequent holder of the Note.

"Loan Documents" means the Note, this Instrument, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, and any other documents now or in the future executed by Borrower, any guarantor or any other Person in connection with the loan evidenced by the Note, as such documents may be amended from time to time.

"Loan Servicer" means the entity that from time to time is designated by Lender or its designee to collect payments and deposits and receive Notices under the Note, this Instrument and any other Loan Document, and otherwise to service the loan evidenced by the Note for the benefit of Lender. Unless Borrower receives Notice to the contrary, the Loan Servicer is the entity identified as "Lender" in the first paragraph of this Instrument.

"Mortgaged Property" means all of Borrower's present and future right, title and interest in and to all of the following:

- (a) The Land, or, if Borrower's interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.
- (b) The Improvements.
- (c) The Fixtures.
- (d) The Personalty.
- (e) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
- (f) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement.

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- (g) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- (h) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (i) All proceeds from the conversion, voluntary or involuntary, of any of the items described in subsections (a) through (h) inclusive into cash or liquidated claims, and the right to collect such proceeds.
- (j) All Rents and Leases.
- (k) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument.
- (l) All Imposition Reserve Deposits.
- (m) All refunds or rebates of Impositions by Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated).
- (n) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (o) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

"Note" means the Note or Notes (including any Amended and Restated Note(s), Consolidated, Amended and Restated Note(s), or Extended and Restated Note(s)) executed by Borrower in favor of Lender and dated as of the date of this Instrument, including all schedules, riders, allonges and addenda, as such Note(s) may be amended, modified and/or restated from time to time.

"Notice" or **"Notices"** means all notices, demands and other communication required under the Loan Documents. Any Notice, demand, statement, request, or consent made under this Mortgage shall be in writing and shall be deemed given when hand delivered, or within three (3) days after the date sent by certified mail, return receipt requested, or the next business day after the date sent by nationally recognized overnight mail or courier service to the address, as set forth above, of the party to whom such notice is to be given, or to such other address as Borrower or Lender, as the case may be, shall in like manner designate in writing.

"Person" means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated

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organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

“**Personalty**” means all assets of the Borrower including but not limited to all of the following:

- (a) Accounts (including deposit accounts) of Borrower related to the Mortgaged Property.
- (b) Equipment and inventory owned by Borrower, which are used now or in the future in connection with the ownership, management or operation of the Land or Improvements or are located on the Land or Improvements, including equipment, furniture, furnishings, tools, medicines, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
- (c) Other tangible personal property owned by Borrower which is used now or in the future in connection with the ownership, management or operation of the Land or Improvements or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
- (d) Any operating agreements relating to the Land or the Improvements.
- (e) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
- (f) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a Governmental Authority.
- (g) Any rights of Borrower in or under letters of credit.

“**Property Jurisdiction**” means the jurisdiction in which the Land is located.

“**Rents**” means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Borrower is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due.

“**Taxes**” means all taxes, assessments, vault rentals and other charges, if any, whether general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a Lien on the Land or the Improvements.

2. Uniform Commercial Code Security Agreement.

- (a) This Instrument is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, for the purpose of securing Borrower’s obligations under this Instrument and to further secure Borrower’s obligations under the Note, this

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Instrument and other Loan Documents, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and by this Instrument, Borrower grants to Lender a security interest in the UCC Collateral. To the extent necessary under applicable law, Borrower hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest.

- (b) Unless Borrower gives Notice to Lender within 30 days after the occurrence of any of the following, and executes and delivers to Lender modifications or supplements of this Instrument (and any financing statement which may be filed in connection with this Instrument) as Lender may require, Borrower will not (i) change its name, identity, structure or jurisdiction of organization; (ii) change the location of its place of business (or chief executive office if more than one place of business); or (iii) add to or change any location at which any of the Mortgaged Property is stored, held or located.
- (c) If an Event of Default has occurred and is continuing, Lender will have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies.
- (d) This Instrument also constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

3. **Assignment of Rents; Appointment of Receiver; Lender in Possession.**

- (a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents.
 - (i) It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower.
 - (ii) Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.
 - (iii) For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents will not be deemed to be a part of the Mortgaged Property. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents will be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a Lien on Rents in favor of Lender, which Lien will be effective as of the date of this Instrument.
- (b) (i) Until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Reserve Deposits, and to pay

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the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Reserve Deposits), tenant improvements and other capital expenditures.

(ii) So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to Section 3(b)(i) may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument.

(iii) After the occurrence of an Event of Default, and during the continuance of such Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. From and after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents will automatically terminate and Lender will without Notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower will pay to Lender upon demand all Rents to which Lender is entitled.

(iv) At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender will be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower will not interfere with and will cooperate with Lender's collection of such Rents.

- (c) If an Event of Default has occurred and is continuing, then Lender will have each of the following rights and may take any of the following actions:
- (i) Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of Repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the Mortgaged Property or the security of this Instrument, or for such other purposes as Lender in its discretion may deem necessary or desirable.
 - (ii) Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution

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of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law.

- (iii) If Lender or the receiver, as the case may be, takes possession and/or control of the Mortgaged Property, such Lender or the receiver will be entitled to receive a reasonable fee for managing the Mortgaged Property.
- (iv) Immediately upon appointment of a receiver or immediately upon Lender's entering upon and taking possession and control of the Mortgaged Property, Borrower will surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and will deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents.
- (v) If Lender takes possession and control of the Mortgaged Property, then Lender may exclude Borrower and its representatives from the Mortgaged Property.

Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

- (d) If Lender enters the Mortgaged Property, Lender will be liable to account only to Borrower and only for those Rents actually received. Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under Section 3(c), and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.
- (e) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes will become an additional part of the Indebtedness as provided in Section 7.
- (f) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Instrument will not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Instrument.

4. Assignment of Leases; Leases Affecting the Mortgaged Property.

- (a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.
 - (i) It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only.

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- (ii) For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases will not be deemed to be a part of the Mortgaged Property.
- (iii) However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases will be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a Lien on the Leases in favor of Lender, which Lien will be effective as of the date of this Instrument.
- (b) Until Lender gives Notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower will have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, and during the continuance of such Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases will automatically terminate. Borrower will comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.
- (c)
- (i) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 will not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements.
- (ii) The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) will not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses.
- (iii) Except to the extent of Lender's gross negligence or willful misconduct, Lender will not be liable in any way for any injury or damage to person or property sustained by any Person or Persons in or about the Mortgaged Property.
- (iv) Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender will not be obligated for any of the following.
- (A) Lender will not be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease).
- (B) Lender will not be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property.
- (C) Lender will not be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower will constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and will be that of Borrower, prior to such actual entry and taking of possession.
- (d) Upon delivery of Notice by Lender to Borrower of Lender's exercise of Lender's rights under

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this Section 4 at any time after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately will have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

- (e) Borrower will, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect.
 - (f) If Borrower is a cooperative housing corporation or association, notwithstanding anything to the contrary contained in this Instrument, so long as Borrower remains a cooperative housing corporation or association and is not in breach of any covenant of this Instrument, Lender consents to the following:
 - (i) Borrower may execute leases of apartments for a term in excess of 2 years to a tenant shareholder of Borrower, so long as such leases, including proprietary leases, are and will remain subordinate to the Lien of this Instrument.
 - (ii) Borrower may surrender or terminate such leases of apartments where the surrendered or terminated lease is immediately replaced or where Borrower makes its best efforts to secure such immediate replacement by a newly-executed lease of the same apartment to a tenant shareholder of Borrower. However, no consent is given by Lender to any execution, surrender, termination or assignment of a lease under terms that would waive or reduce the obligation of the resulting tenant shareholder under such lease to pay cooperative assessments in full when due or the obligation of the former tenant shareholder to pay any unpaid portion of such assessments.
5. **Prepayment Premium.** Borrower will be required to pay a prepayment premium in connection with certain prepayments of the Indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.
6. **Application of Payments.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount that is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized will constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument, the Note and all other Loan Documents will remain unchanged.
7. **Protection of Lender's Security; Instrument Secures Future Advances.**
- (a) If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, file such documents, disburse such sums and take such actions as Lender reasonably deems

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necessary to perform such obligations of Borrower and to protect Lender's interest, including all of the following:

- (i) Lender may pay Attorneys' Fees and Costs.
 - (ii) Lender may pay fees and out-of-pocket expenses of accountants, inspectors and consultants.
 - (iii) Lender may enter upon the Mortgaged Property to make Repairs or secure the Mortgaged Property.
 - (iv) Lender may procure the Insurance required by this Instrument.
 - (v) Lender may pay any amounts which Borrower has failed to pay under the Note.
 - (vi) Lender may make advances to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a Prior Lien.
- (b) Any amounts disbursed by Lender under this Section 7, or under any other provision of this Instrument that treats such disbursement as being made under this Section 7, will be secured by this Instrument, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the Default Rate.
 - (c) Nothing in this Section 7 will require Lender to incur any expense or take any action.

8. Events of Default.

Any one or more of the following events shall be an event of default (an "Event of Default") under this Mortgage:

- (a) If any payment under the Note is not paid within any grace period in the Note, or if any other monetary obligation of Borrower to Lender the Note, this Mortgage or the Other Security Documents is not paid within the due date and any specified grace period; or
- (b) If any of the Impositions is not paid before it becomes delinquent; or
- (c) If the Policies are not kept in good standing; or
- (d) If Borrower does not comply with any provisions of this Mortgage; or
- (e) If any representation or warranty of Borrower, or of any person guaranteeing or otherwise liable for payment of the Debt (a "Guarantor") or in any such Guaranty, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note, this Mortgage, or any such Guaranty, shall be false or misleading in any material respect and the inaccuracy is not cured to the reasonable satisfaction of Lender, within fifteen (15) days after written notice from Lender to Borrower provided, however, that if the default is of a kind that it cannot be cured within 15 days, then Borrower shall not be in default if Borrower commences curing the default within a reasonable time and diligently completes the cure within a reasonable time, but not more than 60 days after the date of the original written notice; or

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- (f) If Borrower or any Guarantor makes an assignment for the benefit of creditors; or
- (g) If a receiver, liquidator or trustee of Borrower or of any Guarantor shall be appointed or if Borrower or any Guarantor is adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, is filed by or against Borrower or any Guarantor, or if any proceeding for the dissolution or liquidation of Borrower or of any Guarantor is instituted and, if such appointment, adjudication, petition or proceeding was involuntary, if it is not discharged, stayed or dismissed within thirty (30) days or if Borrower is generally not paying its debts as they become due; or
- (h) If Borrower defaults under any other mortgage, Mortgage or security agreement covering any part of the Mortgaged Property whether it be superior or inferior to the lien of this Mortgage, and if such default is not cured within any applicable cure or grace period; or
- (i) If the Mortgaged Property is subjected (i) to any lien which is superior to the lien of this Mortgage, other than a lien for local real estate taxes and assessments not yet delinquent and any Permitted Encumbrances, or (ii) to any mechanic's, materialmen's, construction, or other lien, which is superior to the lien of this Mortgage and such lien remains undischarged for thirty (30) days.
- (j) Transfer or Encumbrances of the Mortgaged Property. Borrower acknowledges that Lender has examined both the creditworthiness of Borrower and Borrower's experience in owning and operating properties such as the Mortgaged Property in determining whether or not to make the Loan, that Lender has relied on Borrower's creditworthiness and experience in deciding to make the Loan, and that Lender will continue to rely on Borrower's ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for repayment of the Debt. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, if Borrower defaults in the repayment of the Debt, Lender can recover the Debt by a sale of the Mortgaged Property. If Borrower shall, without the prior written consent of Lender, further encumber the Mortgaged Property with any lien imposed in connection with any other financing, or sell, transfer or convey any part of the Mortgaged Property or the right to manage or control the operation of any part of the Mortgaged Property, the entire Debt shall become due, at the option of Lender. A sale, transfer or conveyance within the meaning of this Paragraph shall be deemed to include (i) an installment sales agreement in which Borrower agrees to sell any part of the Mortgaged Property for a price to be paid in installments; (ii) an agreement by Borrower leasing all or a substantial part of the Mortgaged Property for more than one year, or a sale, pledge, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in any Leases or any Rents; (iii) if Borrower is a corporation or a limited partnership with a corporate general partner, the transfer of stock of the Borrower or its corporate general partner to parties who do not now hold a controlling interest; (iv) if Borrower is a general or limited partnership, joint venture, or other form of partnership (a "**Partnership**"), a transfer of any general partnership interest or the admission of any new general partner; and (v) if Borrower is a limited liability company or a limited partnership with a limited liability company as general partner, the transfer of membership interests in the Borrower or its limited liability company general partner (or the stock or membership interests in any corporation or limited liability company controlling Borrower or its limited liability company general partner) or the creation or issuance of new memberships in Borrower or its limited

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liability company general partner to parties who do not now own a controlling interest. Lender reserves the right to condition its consent upon a modification of the terms of this Instrument and the Note and on assumption of this Instrument as so modified, by the proposed transferee, payment of a transfer or assumption fee, or such other conditions as Lender shall determine in its sole discretion to be in the interest of Lender. Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to declare the Debt immediately due and payable upon Borrower's sale, transfer, conveyance or further encumbrance of the Mortgaged Property without Lender's consent. This provision shall apply to every sale, transfer, conveyance, or further encumbrance of the Mortgaged Property regardless of whether voluntary or not or whether or not Lender has consented to any previous sale, transfer, conveyance, or further encumbrance of the Mortgaged Property.

If one or more of the Events of Default occurs, the Debt shall include interest on the Debt at the Default Rate as defined in the Note upon any unpaid portion of the Debt and the entire Debt shall become immediately due and payable at the option of the Lender, without further notice or demand; and, in addition, whether or not Lender exercises its option, it may exercise all rights and remedies available to it under the law, including the following:

Lender may enter upon, take immediate possession of, manage, and operate the Mortgaged Property or any part thereof, make repairs and alterations and do any acts that Lender deems reasonable to protect the security of the Mortgage, including remedies contained in any of the Other Security Documents; and either with or without taking possession, in its own name, collect the rents, issues and profits, including those past due and unpaid, and apply the rents, less costs and expenses of operation and collection, including reasonable attorneys' fees and the Lender's costs, upon the Debt and in such order as Lender determines. If Lender requests, Borrower shall assemble and make available to Lender at the Premises any of the Mortgaged Property that has been removed. None of the foregoing actions shall cure or waive any Event of Default and Lender shall be entitled to exercise every remedy allowed in this Mortgage or by law after an Event of Default.

Lender shall be entitled to the immediate *ex parte* appointment of a receiver, without notice, to take possession of and protect the Mortgaged Property and to operate it and collect the rents, issues and profits from it.

9. **Remedies Cumulative.** Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument, or any other Loan Document or afforded by applicable law or equity, and each will be cumulative and may be exercised concurrently, independently or successively, in any order. Lender's exercise of any particular right or remedy will not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time and as often as Lender chooses.
10. **Waiver of Statute of Limitations, Offsets, and Counterclaims.** Borrower waives the right to assert any statute of limitations as a bar to the enforcement of the Lien of this Instrument or to any action brought to enforce any Loan Document. Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Borrower is obligated to make under any of the Loan Documents.
11. **Waiver of Marshalling.**

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- (a) Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender will have the right to determine the order in which any or all of the Mortgaged Property will be subjected to the remedies provided in this Instrument, the Note or any other Loan Document or applicable law. Lender will 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 such remedies.
- (b) Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.
- 12. Further Assurances; Lender's Expenses.**
- (a) Borrower will deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements or amendments, transfers and assurances as Lender may require from time to time in order to better assure, grant and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.
- (b) Borrower acknowledges and agrees that, in connection with each request by Borrower under this Instrument or any Loan Document, Borrower will pay all reasonable Attorneys' Fees and Costs and expenses incurred by Lender, including any fees payable in accordance with any request for further assurances or an estoppel certificate, regardless of whether the matter is approved, denied or withdrawn. Any amounts payable by Borrower under this Instrument or under any other Loan Document will be deemed a part of the Indebtedness, will be secured by this Instrument and will bear interest at the Default Rate if not fully paid within 10 days of written demand for payment.
- 13. Governing Law; Consent to Jurisdiction and Venue.** This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, will be governed by the laws of the Property Jurisdiction. Borrower agrees that any controversy arising under or in relation to the Note, this Instrument or any other Loan Document may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction will have jurisdiction over all controversies that may arise under or in relation to the Note, any security for the Indebtedness or any other Loan Document. Borrower irrevocably consents to service, jurisdiction and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing in this Section 13 is intended to limit Lender's right to bring any suit, action or proceeding relating to matters under this Instrument in any court of any other jurisdiction.
- 14. Notice.** All notices, demands and other communications under or concerning this Instrument shall be given as required by this Instrument.
- 15. Successors and Assigns Bound.** This Instrument will bind the respective successors and assigns of Borrower and Lender, and the rights granted by this Instrument will inure to Lender's successors and assigns.
- 16. Joint and Several Liability.** If more than one Person signs this Instrument as Borrower, the

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obligations of such Persons will be joint and several.

17. Relationship of Parties; No Third-Party Lender.

- (a) The relationship between Lender and Borrower will be solely that of creditor and debtor, respectively, and nothing contained in this Instrument will create any other relationship between Lender and Borrower. Nothing contained in this Instrument will constitute Lender as a joint venturer, partner or agent of Borrower, or render Lender liable for any debts, obligations, acts, omissions, representations or contracts of Borrower.
- (b) No creditor of any party to this Instrument and no other Person will be a third-party Lender of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (i) any arrangement ("**Servicing Arrangement**") between Lender and any Loan Servicer for loss sharing or interim advancement of funds will constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (ii) Borrower will not be a third party Lender of any Servicing Arrangement, and (iii) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

18. Severability; Amendments.

- (a) The invalidity or unenforceability of any provision of this Instrument will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument.
- (b) This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought; provided, however, that in the event of a Transfer prohibited by or requiring Lender's approval under Article VII of the Loan Agreement, some or all of the modifications to the Loan Documents (if any) may be modified or rendered void by Lender at Lender's option by Notice to Borrower and the transferee(s).

19. Construction.

- (a) The captions and headings of the Sections of this Instrument are for convenience only and will be disregarded in construing this Instrument. Any reference in this Instrument to a "Section" will, unless otherwise explicitly provided, be construed as referring to a Section of this Instrument.
- (b) Any reference in this Instrument to a statute or regulation will be construed as referring to that statute or regulation as amended from time to time.
- (c) Use of the singular in this Instrument includes the plural and use of the plural includes the singular.
- (d) As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation."
- (e) The use of one gender includes the other gender, as the context may require.
- (f) Unless the context requires otherwise any definition of or reference to any agreement, instrument or other document in this Instrument will be construed as referring to such

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agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument).

- (g) Any reference in this Instrument to any person will be construed to include such person's successors and assigns.
20. **Subrogation.** If, and to the extent that, the proceeds of the loan evidenced by the Note, or subsequent advances under Section 7, are used to pay, satisfy or discharge a Prior Lien, such loan proceeds or advances will be deemed to have been advanced by Lender at Borrower's request, and Lender will automatically, and without further action on its part, be subrogated to the rights, including Lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.
21. **Acceleration; Remedies; Waiver of Permissive Counterclaims.** At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by Illinois law or provided in this Instrument, the Loan Agreement or in any other Loan Document. Lender will be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs and costs of documentary evidence, abstracts and title reports. Borrower waives any and all rights to file or pursue permissive counterclaims in connection with any legal action brought by Lender under this Instrument, the Note or any other Loan Document.
22. **Release.** Upon payment of the Indebtedness, Lender will release this Instrument. Borrower will pay Lender's reasonable costs incurred in releasing this Instrument.
23. **Future Advances.** Lender may from time to time, in Lender's discretion, make optional future or additional advances (collectively, "**Future Advances**") to Borrower, except that at no time will the unpaid principal balance of all indebtedness secured by the Lien of this Instrument, including Future Advances, be greater than an amount equal to 200% of the original principal amount of the Note as set forth on the first page of this Instrument plus accrued interest and amounts disbursed by Lender under Section 7 or any other provision of this Instrument or the other Loan Documents that treats a disbursement by Lender as being made under Section 7. All Future Advances will be made, if at all, within 20 years after the date of this Instrument, or within such lesser period that may in the future be provided by law as a prerequisite for the sufficiency of actual or record notice of Future Advances as against the rights of creditors or subsequent purchasers for value. Borrower will, immediately upon request by Lender, execute and deliver to Lender a promissory note evidencing each Future Advance together with a notice of such Future Advance in recordable form. All promissory notes evidencing Future Advances will be secured, pari passu, by the Lien of this Instrument, and each reference in this Instrument to the Note will be deemed to be a reference to all promissory notes evidencing Future Advances.
24. **WAIVER OF TRIAL BY JURY.**
- (a) **BORROWER AND LENDER EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO IN ANY WAY TO THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM IN CONTRACT OR TORT, AT LAW OR IN EQUITY.**

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- (b) **BORROWER AND LENDER EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

25. Insurance.

- (a) Risks to be Insured and Policy Provisions. Subject to the provisions of Paragraph 5 hereof, Borrower, at its sole cost and expense, will maintain or cause to be maintained the following:
- (i) Commercial general liability (including contractual liability) insurance (“**CGL Insurance**”) covering any and all liability of the insured arising out of the ownership, maintenance, use or occupancy of the Mortgaged Property, and all operations incidental thereto said insurance to have limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability;
 - (ii) Insurance (“**Building Insurance**”) on all buildings, fixtures and improvements located on the Mortgaged Property against “special perils” (including “ordinance or law coverage”), in amounts at least equal to the greater of: (x) the full replacement cost thereof (without deduction for depreciation) as such replacement cost shall be determined from time to time at the reasonable request of Lender; or (y) unless prohibited by law, the unpaid principal amount of the Debt. The Building Insurance shall include a co-insurance waiver or agreed amount endorsement. Such insurance shall, during the course of any construction of additions to the Improvements, be on Special Form Builder’s Risk 100% Completed Value Non-Reporting Form or other form approved by Lender;
 - (iii) Insurance on personal property against fire and any peril generally included within the classification of “extended coverage” (“**Personal Property Insurance**”) in amounts at least equal to the replacement value thereof;
 - (iv) If and whenever Borrower shall have employees, workers’ compensation insurance as required by law and employer’s liability insurance with limits of liability of not less than \$100,000/\$500,000/\$100,000;
 - (v) If the Mortgaged Property is located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the “**Act**”), Borrower shall keep the Mortgaged Property covered by flood insurance (“**Flood Insurance**”) up to the maximum limit of coverage available under the Act, but not in excess of the amount of the Debt; and
 - (vi) Such other insurance with respect to the Mortgaged Property in such amounts and against such insurable hazards as Lender from time to time may reasonably require (“**Additionally Required Insurance**”).

All insurance required hereunder, including the CGL Insurance (the “**Policies**”), shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days’ written notice of such revision, cancellation or reduction shall have been given to Lender; be issued by insurance companies which are qualified to do business in the State, which have at least one of the following A.M. Best Co. combinations of Best’s Rating and Best Financial Size Category: A-, XV; A, XIII; A+, IX; or A++,

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VIII; and which are satisfactory to Lender in all other ways.

The CGL Insurance shall name Lender as an additional insured; apply severally as to Borrower and Lender (excepting the limits of liability); cover each of them as insureds in the same manner as if separate policies had been issued to each of them (excepting the limits of liability); contain no provisions affecting any rights which any of them would have as claimants if not so named as insureds; and be primary insurance with any other valid and collectible insurance available to Lender constituting excess insurance.

The Building Insurance, Personal Property Insurance, Rental Value or Business Interruption Insurance, and Flood Insurance shall name Lender as an additional insured; and have attached to them a Lender's Loss Payable Endorsement naming Lender as loss payee, a standard waiver of subrogation endorsement, a stipulated amount endorsement, and a full replacement cost endorsement.

- (b) Delivery of Policy. Borrower will deliver to Lender original binders or evidence of all required insurance to Lender and Borrower shall promptly furnish to Lender copies of all renewal notices and all receipts of paid premiums received by it. At least ten (10) days prior to the expiration date of a required policy, Borrower shall deliver to Lender a renewal binder or evidence of insurance in a form satisfactory to Lender.
- (c) Assignment of Policy. If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the rights of Borrower to the Policies and the unearned premiums on them and to the proceeds resulting from any damage to Mortgaged Property prior to such sale or acquisition.
- (d) Notice of Damage or Destruction; Adjusting Loss. If any part of the Mortgaged Property is damaged or destroyed by fire or other casualty, Borrower will promptly give written notice thereof to the insurance carrier and Lender, and will not adjust any damage or loss which exceeds \$10,000 unless Lender joins in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence and if an Event of Default exists at the end of such four-month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In connection therewith, Borrower does hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any of the above in the name of Borrower.
- (e) Application of Insurance Proceeds. All sums in excess of \$10,000 paid under any insurance policies relating to the Building Insurance, Personal Property Insurance, Rental Value or Business Interruption Insurance, Flood Insurance or Additionally Required Insurance (collectively the "Proceeds"), shall be paid to Lender which may, at its option (but subject to the provisions of this Paragraph), apply them, after first deducting Lender's expenses incurred in the collection thereof, to the payment of the Debt, whether or not due and in such order of application as Lender may determine, or to the repair, replacement, rebuilding or restoration of the Mortgaged Property, in such manner as Lender may determine. However, Lender shall make all Proceeds (after first deducting therefrom Lender's reasonable expenses incurred in collecting them) available to Borrower to reimburse Borrower for Borrower's reasonable costs of restoration, repair, replacement or rebuilding of the Improvements and Equipment, in accordance with procedures reasonably required by Lender (and shall not be applied toward the payment of the Debt until after restoration and repair of the Improvements and Equipment) provided:
- (i) There is no Event of Default;
 - (ii) Borrower has notified Lender of Borrower's intention to perform such restoration or repair within thirty (30) days after adjusting the loss or casualty;

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(iii) Lender receives reasonably satisfactory evidence that the Premises and Equipment have been fully restored or that by application of the Proceeds will be fully restored to their condition prior to the damage or destruction, free and clear of all liens other than the Permitted Encumbrances;

(iv) If, in the reasonable judgment of Lender, the Proceeds will be insufficient to restore the Improvements and Equipment to their condition prior to the damage or destruction, Borrower shall demonstrate to Lender the availability of funds which, together with the Proceeds, are sufficient to restore the Improvements and Equipment to their condition prior to the damage or destruction; and

(v) There will, in the reasonable judgment of Lender, remain sufficient time to complete the restoration or repair of the Improvements and Equipment prior to the Date of Maturity (as defined in the Note).

Any Proceeds remaining after reimbursement of Borrower for its costs of restoring the Improvements and Equipment, at Lender's option, may be applied to partial prepayment of the Debt. Any such application of the Proceeds to the payment of the Debt shall be without prepayment premium or penalty, if any, otherwise applicable and shall not extend or postpone the due dates of the monthly installments under the Note or change the amount of such installments. Any remaining proceeds not applied to the Debt shall be paid to Borrower.

26. **INDEMNIFICATION.** BORROWER SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS LENDER FROM ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES IN CONNECTION WITH ANY BANKRUPTCY OR APPELLATE PROCEEDING) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LENDER BECAUSE OF (A) FRAUD OR MATERIAL MISREPRESENTATION BY OR ON BEHALF OF THE BORROWER; (B) ANY FAILURE ON THE PART OF BORROWER TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS MORTGAGE OR THE OTHER SECURITY DOCUMENTS; (C) OWNERSHIP OF THE MORTGAGED PROPERTY OR ANY INTEREST IN IT OR THE RECEIPT OF ANY RENTS; (D) ANY ACCIDENT, INJURY TO OR DEATH OF PERSONS OR LOSS OF OR DAMAGE TO PROPERTY OCCURRING IN, ON OR ABOUT THE MORTGAGED PROPERTY; (E) ANY USE, NONUSE OR CONDITION IN, ON OR ABOUT THE MORTGAGED PROPERTY OR ANY PART THEREOF; OR (F) PERFORMANCE OF ANY LABOR OR SERVICES OR THE FURNISHING OF ANY MATERIALS OR OTHER PROPERTY TO THE MORTGAGED PROPERTY, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE LENDER OR INDIVIDUALS OR ENTITIES ACTING AS THE AGENTS OR EMPLOYEES OF LENDER. HOWEVER, SUCH INDEMNITY SHALL NOT APPLY TO MATTERS CAUSED BY OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER, OR ANY OF ITS AGENTS, OR AS TO LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND EXPENSES BASED SOLELY ON FACTS OR CIRCUMSTANCES OCCURRING ONLY SUBSEQUENT TO SUCH TIME, IF ANY, THAT LENDER BECOMES THE OWNER OF THE MORTGAGED PROPERTY BY WAY OF FORECLOSURE OF THE LIEN OF THE MORTGAGE, DEED IN LIEU OF SUCH FORECLOSURE, OR OTHERWISE. ANY AMOUNT PAYABLE TO LENDER BECAUSE OF THE APPLICATION OF THIS PARAGRAPH SHALL BECOME IMMEDIATELY DUE AND PAYABLE UPON DEMAND BY LENDER, AND SHALL BEAR INTEREST AT THE DEFAULT RATE, AS STATED AND DEFINED IN THE NOTE, FROM THE DATE OF SUCH DEMAND. THE OBLIGATIONS OF BORROWER UNDER THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OR SATISFACTION OF THIS MORTGAGE.

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- 27. **Attached Riders.** The following Riders are attached to this Instrument: None
- 28. **Attached Exhibits.** The following Exhibits, if marked with an "X" in the space provided, are attached to this Instrument:

Exhibit A Legal Description (required)

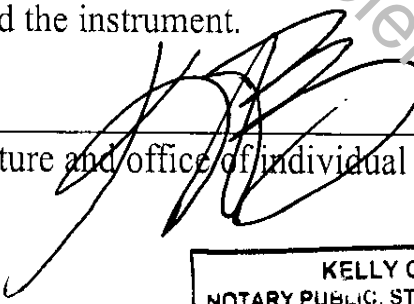
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF"

Veterans Services, LLC, a Delaware limited liability company

By: 
Charles Everhardt, Managing Member

State of New York)
SS)
County of New York)

On the 18 day of March in the year 2020 before me, the undersigned, personally appeared **Charles Everhardt**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and office of individual taking acknowledgment

KELLY OBRIEN
NOTARY PUBLIC, STATE OF NEW YORK
No. 010B5211041
Qualified in Kings County
Commission Expires 09/08/20 21

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Loan Number: LN0043

EXHIBIT A

Legal Description

Property of Cook County Clerk's Office

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EXHIBIT 'A'

LEGAL DESCRIPTION

TRACT I:

PARCEL 1:

LOTS 5 AND 6 IN UHLICH'S SUBDIVISION OF PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECT10N 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-114-008

PARCEL 2:

THAT PART OF BLOCKS 10 AND 12 LYING WEST OF THE WEST LINE OF IRVING STREET IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS.

PIN(S): 25-31-115-001 AND 25-31-115-002

PARCEL 3:

THAT PART OF BLOCK 8 LYING WEST OF THE WEST LINE OF IRVING STREET (EXCEPT THE SOUTH 50 FEET OF THE WEST 181.5 FEET) IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-115-003, 25-31-115-004 AND 25-31-115-005

PARCEL 4:

THAT PART OF BLOCK 8 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID BLOCK 8; THENCE RUNNING EAST ON

THE SOUTH LINE OF BLOCK 8, 181.5 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF

SAID BLOCK 50 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 8, 181.5 FEET TO THE WEST LINE OF SAID BLOCK, THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 8, 50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-115-006

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EXHIBIT 'A'
(CONTINUED)

TRACT II:

THE NORTH 10.00 FEET OF LOT 39 AND LOT 40 (EXCEPT THE WEST 200.00 FEET AND EXCEPT THE NORTH 34.00 FEET OF SAID LOT 40) IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-061 AND 25-31-105-062

TRACT III:

PARCEL 1:

LOTS 1, 2, 3 AND THE SOUTH 6.00 FEET OF LOT 4 IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-046, 25-31-105-047 AND 25-31-105-053

PARCEL 2:

THE EAST 105.00 FEET OF LOT 8 IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-030

PARCEL 3:

THE SOUTH 75.00 FEET OF LOT 7 (EXCEPT THE WEST 160.00 FEET THEREOF) IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-064

TRACT IV:

ALL OF LOT 5 AND LOT 4 (EXCEPT THE SOUTH 6.00 FEET THEREOF) IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-052

TRACT V:

UNOFFICIAL COPYEXHIBIT 'A'
(CONTINUED)

THE SOUTH 31.50 FEET OF THE SOUTH 60.00 FEET MEASURED ON THE WEST LINE OF THAT PART OF BLOCK 12 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 12; THENCE RUNNING WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 12, 169 1/2 FEET; THENCE RUNNING SOUTH 100.00 FEET; THENCE RUNNING EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 12 TO ROCK ISLAND DUMMY RAILROAD RIGHT OF WAY; THENCE RUNNING NORTH ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING, IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-116-030 AND ALSO INCLUDES 25-31-116-001 AND 25-31-116-029

TRACT VI:

BLOCK 7 IN SANDERS SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN BLUE ISLAND, EXCEPT THAT PART OF SAID BLOCK 7, DESCRIBED AND BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 7, THENCE RUNNING EAST ON THE SOUTH LINE OF SAID BLOCK 132.4 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID BLOCK TO A POINT IN THE NORTH LINE OF SAID BLOCK, A DISTANCE OF 132.4 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 7; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK, A DISTANCE OF 132.4 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-114-004

TRACT VII:

PARCEL 1:

THE NORTH 50.00 FEET OF LOT 5, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID NORTH 50 FEET OF LOT 5, IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDERS SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS.

PIN(S): 25-31-113-001

PARCEL 2:

THE NORTH 39.00 FEET OF THE SOUTH 79.00 FEET OF LOT 5, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID NORTH 39 FEET OF THE SOUTH 79 FEET OF LOT 5, IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDER'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS.

PIN(S): 25-31-113-002

UNOFFICIAL COPYEXHIBIT (A)
(CONTINUED)

TRACT VIII:

LOTS 9, 8 AND THE SOUTH 22.00 FEET OF LOT 7, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 9, 8 AND THE SOUTH 22 FEET OF LOT 7, IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS.

PIN(S): 25-31-113-021

TRACT IX:

PARCEL 1:

THAT PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 7; THENCE EAST ALONG SOUTH LINE OF SAID BLOCK, 116.4 FEET; THENCE NORTH 60.00 FEET; THENCE WEST 116.4 FEET TO THE WEST LINE OF SAID BLOCK; THENCE SOUTH 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-114-005

PARCEL 2:

LOT 7 OF UHLICH'S SUBDIVISION OF PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-114-005

TRACT X:

PARCEL 1:

LOTS 1, 2, 9, 10 AND 3 (EXCEPT THE WEST 30.00 FEET OF SAID LOT 3) AND LOT 8 (EXCEPT THE WEST 30.00 FEET OF SAID LOT 8) IN BLOCK 5 IN SANDER'S ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-120-003

PARCEL 2:

UNOFFICIAL COPY

EXHIBIT (A)
(CONTINUED)

BLOCK 4 (EXCEPT PART CONVEYED TO RAILROAD) IN SANDER'S ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-123-001

TRACT XI:

PARCEL 1:

THE NORTH 75.00 FEET OF THE SOUTH 89.00 FEET (EXCEPT THE EAST 214.00 FEET) OF LOT 41 IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-022

PARCEL 2:

THE WEST 200.00 FEET OF LOT 40 AND THE WEST 200.00 FEET OF THE SOUTH 14.00 FEET OF LOT 41 IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-023

TRACT XII:

THE WEST 100.00 FEET OF THE EAST 208.00 FEET OF LOT 40 AND THE WEST 100.00 FEET OF THE EAST 208.00 FEET OF THE SOUTH 4.00 FEET OF LOT 41 IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-105-058

TRACT XIII:

THE EAST 100.00 FEET OF LOTS 1 AND 2 IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDER'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 25-31-113-011

ALSO DESCRIBED AS:

PARCEL 1

UNOFFICIAL COPYEXHIBIT "A"
(CONTINUED)

TRACT X, PARCEL 1:

LOTS 1, 2, 9, 10 AND 3 (EXCEPT THE WEST 30.00 FEET OF SAID LOT 3) AND LOT 8 (EXCEPT THE WEST 30.00 FEET OF SAID LOT 8) IN BLOCK 5 IN SANDER'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF YORK STREET AND THE WEST LINE OF IRVING AVENUE; THENCE SOUTH 01°00'03" EAST, ALONG SAID WEST LINE OF IRVING AVENUE AND THE EAST LINE OF SAID LOTS 1 AND 10, A DISTANCE OF 241.95' FEET (240.00' BY RECORD), TO THE SOUTHEAST CORNER OF SAID LOT 10, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF IRVING AVENUE AND THE NORTH LINE OF NEW STREET; THENCE SOUTH 88°32'43" WEST, ALONG THE NORTH LINE OF NEW STREET AND THE SOUTH LINE OF SAID LOTS 10, 9 AND 8, A DISTANCE OF 150.00' FEET TO A POINT 30 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 01°00'03" WEST, A DISTANCE OF 241.95' FEET TO THE SOUTH LINE OF SAID YORK STREET, SAID POINT ALSO BEING 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 3; THENCE NORTH 88°32'46" EAST, ALONG THE SOUTH LINE OF SAID YORK STREET AND THE NORTH LINE OF SAID LOTS 3, 2 AND 1, A DISTANCE OF 150.00' FEET TO THE POINT OF BEGINNING.

PARCEL 2

TRACT X, PARCEL 2:

A PART OF BLOCK 4 (EXCEPT PART CONVEYED TO RAILROAD) IN SANDER'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE NORTH 01°00'03" WEST, A DISTANCE OF 241.95 FEET; THENCE NORTH 88°32'43" EAST, A DISTANCE OF 162.37 FEET TO A POINT ON THE WESTERLY LINE OF THE C.R.I. & P. RAILYARD; THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 1234.46 FEET, A CHORD BEARING OF SOUTH 18°09'46" WEST AND A CHORD LENGTH OF 256.85 FEET), AN ARC DISTANCE OF 257.25 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 4 WITH THE WESTERLY LINE OF SAID C.R.I. & P. RAILYARD; THENCE SOUTH 88°32'43" WEST, A DISTANCE OF 78.05' TO THE POINT OF BEGINNING.

PARCEL 3

TRACT VI:

THAT PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF GREGORY STREET WITH THE SOUTH LINE OF HIGH STREET; THENCE SOUTH 88°32'46" WEST, ALONG THE NORTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF HIGH STREET, A DISTANCE OF 299.85 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SAID LOT 7 WITH THE EAST LINE OF A 16-FOOT PUBLIC ALLEY; THENCE SOUTH 00°11'57" EAST, ALONG THE EAST LINE OF SAID ALLEY, A DISTANCE OF 240.44 FEET (240.00' BY RECORD), TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF BLOCK 7, THE SAME BEING CONCURRENT WITH THE NORTH LINE OF YORK STREET; THENCE NORTH 88°32'46" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 7 AND NORTH LINE OF YORK STREET, A DISTANCE OF 304.18 FEET (308.00' BY RECORD) TO THE SOUTHEAST CORNER OF SAID BLOCK 7, SAID CORNER ALSO

UNOFFICIAL COPYEXHIBIT (A)
(CONTINUED)

BEING THE INTERSECTION OF THE NORTH LINE OF YORK STREET AND THE WEST LINE OF GREGORY STREET; THENCE NORTH 01°13'50" WEST, ALONG THE EAST LINE OF SAID BLOCK 7 AND WEST LINE OF GREGORY STREET, A DISTANCE OF 240.39 FEET (240.00' BY RECORD) TO THE POINT OF BEGINNING.

PARCEL 4**TRACT IX AND TRACT I PARCEL 1:**

THAT PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 5 AND 6 IN UHLICH'S SUBDIVISION OF PART OF BLOCK 7 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 7; THENCE EAST ALONG SOUTH LINE OF SAID BLOCK EXTENDED, 116.4 FEET; THENCE NORTH 135.00 FEET; THENCE WEST 116.4 FEET TO THE WEST LINE OF SAID BLOCK EXTENDED; THENCE SOUTH 135.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5**TRACT VII PARCELS 1 & 2:**

THE NORTH 50.00 FEET OF LOT 5, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID NORTH 50 FEET OF LOT 5, AND ALSO THE NORTH 39.00 FEET OF THE SOUTH 79.00 FEET OF LOT 5, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID NORTH 39 FEET OF THE SOUTH 79 FEET OF LOT 5, IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDER'S SECOND ADDITION TO BLUE ISLAND IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF UNION STREET AND THE EAST LINE OF WESTERN AVENUE; THENCE NORTH 88°32'46" EAST, ALONG THE NORTH LINE OF SAID LOT 5 AND SOUTH LINE OF SAID UNION STREET, A DISTANCE OF 131.00 FEET (131.00 FEET BY RECORD) TO THE CENTERLINE OF THE 12-FOOT WIDE ALLEY VACATED VIA ORDINANCE No. 99-238B FROM THE TOWN OF BLUE ISLAND, ILLINOIS AND RECORDED JUNE 11, 1999 AS DOCUMENT NO. 99563214; THENCE SOUTH 01°29'11" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 88.98 FEET (89.00 FEET BY RECORD); THENCE SOUTH 88°32'46" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 5 AND SOUTH LINE OF SAID UNION STREET, A DISTANCE OF 132.87 FEET (126.69' BY RECORD) TO A POINT ON THE WEST LINE OF SAID LOT 5, SAID LINE ALSO BEING THE EAST LINE OF WESTERN AVENUE; THENCE NORTH 00°11'57" WEST, ALONG SAID WEST LINE OF LOT 5 AND EAST LINE OF WESTERN AVENUE, A DISTANCE OF 89.00 FEET (89.00 FEET BY RECORD) TO THE POINT OF BEGINNING.

PARCEL 6**TRACT VIII:**

LOTS 9, 8 AND THE SOUTH 22.00 FEET OF LOT 7, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 9, 8 AND THE SOUTH 22 FEET OF LOT 7, IN BOURKE'S SUBDIVISION OF BLOCK 11 OF

UNOFFICIAL COPYEXHIBIT (A)
(CONTINUED)

SANDER'S SECOND ADDITION TO BLUE ISLAND, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH LINE OF HIGH STREET AND THE EAST LINE OF WESTERN AVENUE; THENCE NORTH 00°11'57" WEST, ALONG THE WEST LINE OF LOTS 9, 8 AND 7 AND THE EAST LINE OF SAID WESTERN AVENUE, A DISTANCE OF 119.94 FEET (120 FEET BY RECORD); THENCE NORTH 88°32'46" EAST, PARALLEL WITH THE SOUTH LINE OF LOT 9 AND THE NORTH LINE OF HIGH STREET, A DISTANCE OF 135.15 FEET TO THE CENTERLINE OF THE 12-FOOT WIDE ALLEY VACATED VIA ORDINANCE NO. 99-2388 FROM THE TOWN OF BLUE ISLAND, ILLINOIS AND RECORDED JUNE 11, 1999 AS DOCUMENT NO. 99563214; THENCE SOUTH 01°29'11" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 119.91 FEET (120 FEET BY RECORD) TO THE INTERSECTION OF SAID CENTERLINE WITH THE SOUTH LINE OF LOT 9 EXTENDED; THENCE SOUTH 88°32'46" WEST, ALONG SAID SOUTH LINE OF LOT 9 AND THE NORTH LINE OF SAID HIGH STREET, A DISTANCE OF 137.66 FEET (138.30 FEET BY RECORD)

TO THE POINT OF BEGINNING.

PARCEL 7

TRACT XIII:

THE EAST 100.00 FEET OF LOTS 1 AND 2 IN BOURKE'S SUBDIVISION OF BLOCK 11 IN SANDERS SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF UNION STREET AND THE WEST LINE OF GREGORY STREET; THENCE SOUTH 01°14'27" EAST, ALONG THE EAST LINE OF LOTS 2 AND 1 AND THE WEST LINE OF SAID GREGORY STREET, A DISTANCE OF 153.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE WEST LINE OF SAID GREGORY STREET AND THE NORTH LINE OF A 16-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 88°32'54" WEST, ALONG SAID SOUTH LINE OF LOT 1 AND NORTH LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°14'29" WEST, A DISTANCE OF 153.00 FEET TO A POINT ON THE NORTH LINE OF LOT 2, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF UNION STREET; THENCE NORTH 88°32'46" EAST, ALONG SAID NORTH LINE OF LOT 2 AND SOUTH LINE OF UNION STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

TRACT II, TRACT III PARCEL 1, PARCEL 2 AND PARCEL 3, TRACT IV, TRACT XI PARCEL 1 AND PARCEL 2, TRACT XII

THE NORTH 10.00 FEET OF LOT 39 AND LOT 40 (EXCEPT THE WEST 200.00 FEET AND EXCEPT THE NORTH 34.00 FEET OF SAID LOT 40) IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

LOTS 1, 2, 3 AND THE SOUTH 6.00 FEET OF LOT 4 IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, A SUBDIVISION OF PART OF BLOCKS 1, 2 AND 3 IN

UNOFFICIAL COPYEXHIBIT 'A'
(CONTINUED)

WATTLE'S ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS;

ALSO,

THE EAST 105.00 FEET OF LOT 8 IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

THE SOUTH 75.00 FEET OF LOT 7 (EXCEPT THE WEST 160.00 FEET THEREOF) IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS;

ALSO,

ALL OF LOT 5 AND LOT 4 (EXCEPT THE SOUTH 6.00 FEET THEREOF) IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK County, ILLINOIS;

ALSO,

THE NORTH 75.00 FEET OF THE SOUTH 89.00 FEET (EXCEPT THE EAST 214.00 FEET) OF LOT 41 IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND ACCORDING TO THE MAP THEREOF RECORDED AUGUST 11, 1887 IN BOOK 27 OF PLATS PAGE 4 AS DOCUMENT 860207 IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

THE WEST 200.00 FEET OF LOT 40 AND THE WEST 200.00 FEET OF THE SOUTH 14.00 FEET OF LOT 41 IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND A SUBDIVISION OF BLOCK 1 (EXCEPT THE WEST 37 RODS THEREOF) ALL OF BLOCK 2 LYING WEST OF RAILROAD AND ALL OF BLOCK 3 (EXCEPT LOT 8 THE SOUTH 75.00 FEET OF LOT 7 AND THE WEST 120.00 FEET OF LOT 3) IN WATTLE'S ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ALSO,

THE WEST 100.00 FEET OF THE EAST 208.00 FEET OF LOT 40 AND THE WEST 100.00 FEET OF THE EAST 208.00 FEET OF THE SOUTH 4.00 FEET OF LOT 41 IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, A SUBDIVISION OF BLOCK 1 (EXCEPT THE WEST 37 RODS THEREOF ALL OF BLOCK 2 LYING WEST OF RAILROAD IN BLOCK 3) (EXCEPTING LOT 8 AND THE SOUTH 75 FEET OF LOT 7 AND WEST 120.00 FEET OF LOT 3) IN WATTLE'S ADDITION TO BLUE ISLAND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF IRVING AVENUE AND THE NORTH LINE OF UNION STREET; THENCE SOUTH 88°32'46" WEST, ALONG THE SOUTH LINE OF SAID LOT 1 IN THE SUBDIVISION OF LOT 39 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND AND LOT 8 IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND AND THE NORTH LINE OF UNION STREET, A DISTANCE OF 213.50 FEET; THENCE NORTH 01°50'09" WEST, A DISTANCE OF 107.00 FEET TO THE NORTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF LOT 7 IN BLOCK 3 IN WATTLE'S ADDITION TO BLUE ISLAND;

UNOFFICIAL COPYEXHIBIT 'A'
(CONTINUED)

THENCE SOUTH 88°32'50" WEST, ALONG THE NORTH LINE OF SAID LOT 8 AND SOUTH LINE OF SAID LOT 7, A DISTANCE OF 33.58 FEET; THENCE NORTH 1°03'00" WEST, A DISTANCE OF 75.16 FEET (75.0 FEET BY RECORD) TO THE NORTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF LOT 40 IN J. P. YOUNG'S SECOND ADDITION TO BLUE ISLAND; THENCE SOUTH 88°27'21" WEST, ALONG THE NORTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 160.93 FEET (160.00 FEET BY RECORD), TO THE SOUTHWEST CORNER OF SAID LOT 40, SAID POINT ALSO BEING ON THE EAST LINE OF GREGORY STREET; THENCE NORTH 01°26'57" WEST, ALONG THE WEST LINE OF LOTS 40 AND 41 IN J.P. YOUNG'S SECOND ADDITION TO BLUE ISLAND AND EAST LINE OF GREGORY STREET, A DISTANCE OF 146.12 FEET (146.00 FEET BY RECORD) TO THE NORTHWEST CORNER OF SAID LOT 41; THENCE NORTH 88°29'28" EAST, ALONG THE NORTH LINE OF SAID LOT 41, A DISTANCE OF 191.94 FEET (191.00 FEET BY RECORD); THENCE SOUTH 01°50'09" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 88°29'25" EAST, A DISTANCE OF 8.97 FEET; THENCE SOUTH 01°03'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°29'26" EAST, A DISTANCE OF 96.67 FEET; THENCE SOUTH 01°50'09" EAST, A DISTANCE OF 34.00 FEET; THENCE NORTH 88°29'26" EAST, A DISTANCE OF 108.50 FEET TO THE WEST LINE OF IRVING AVENUE; THENCE SOUTH 01°50'09" EAST, ALONG THE WEST LINE OF SAID IRVING AVENUE, A DISTANCE OF 205.39 FEET TO THE POINT OF BEGINNING.

PARCEL 9

TRACT V:

THE SOUTH 31.50 FEET OF THE SOUTH 60.00 FEET MEASURED ON THE WEST LINE OF THAT PART OF BLOCK 12 IN SANDER'S SECOND ADDITION TO BLUE ISLAND, DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 12; THENCE RUNNING WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 12, 169 1/2 FEET; THENCE RUNNING SOUTH 100.00 FEET; THENCE RUNNING EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 12 TO ROCK ISLAND "DUMMY" RAILROAD RIGHT OF WAY; THENCE RUNNING NORTH ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING, IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10

TRACT I, PARCELS 2, 3 AND 4:

THAT PART OF BLOCKS 10 AND 12 LYING WEST OF THE WEST LINE OF IRVING AVENUE IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

THAT PART OF BLOCK 8 LYING WEST OF THE WEST LINE OF IRVING AVENUE (EXCEPT THE SOUTH 50 FEET OF THE WEST 181.5 FEET) IN SANDERS' SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

UNOFFICIAL COPYEXHIBIT 'A'
(CONTINUED)

THAT PART OF BLOCK 8 IN SANDER'S SECOND ADDITION TO THE TOWN OF BLUE ISLAND, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID BLOCK 8; THENCE RUNNING EAST ON THE SOUTH LINE OF BLOCK 8, 181.5 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID BLOCK 50 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 8, 181.5 FEET TO THE WEST LINE OF SAID BLOCK; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 8, 50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF BLOCK 8 IN SANDERS' SECOND ADDITION TO THE TOWN OF BLUE ISLAND, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY LINE OF IRVING AVENUE AND THE NORTH LINE OF YORK STREET; THENCE SOUTH 88°32'46" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 8 AND NORTH LINE OF YORK STREET, A DISTANCE OF 313.63 FEET (332.50 FEET BY RECORD), TO THE SOUTHWEST CORNER OF SAID BLOCK 8, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH LINE OF YORK STREET AND THE EAST LINE OF GREGORY STREET; THENCE NORTH 01°14'27" WEST, ALONG THE WEST LINE OF SAID BLOCK 8 AND EAST LINE OF GREGORY STREET, A DISTANCE OF 617.88 FEET (617.6 FEET BY RECORD) TO THE NORTHWEST CORNER OF SAID BLOCK 8, SAID POINT BEING THE INTERSECTION OF THE EAST LINE OF SAID GREGORY STREET AND THE SOUTH LINE OF UNION STREET; THENCE NORTH 88°32'46" EAST, ALONG THE NORTH LINE OF SAID BLOCK 8 AND SOUTH LINE OF SAID UNION STREET, A DISTANCE OF 417.09 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 8, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF UNION STREET AND THE WEST LINE OF IRVING AVENUE; THENCE SOUTH 02°11'39" EAST, ALONG THE EAST LINE OF SAID BLOCK 8 AND WEST LINE OF IRVING AVENUE, A DISTANCE OF 150.00 FEET TO A POINT OF DEFLECTION IN THE EAST LINE OF SAID BLOCK 8 AND WEST LINE OF SAID IRVING AVENUE; THENCE SOUTH 07°57'26" WEST, ALONG SAID DEFLECTED LINE, A DISTANCE OF 474.27 FEET TO THE POINT OF BEGINNING.

AGENT FILE NUMBER: 20-0003

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESSES

12935 S. GREGORY ST., BLUE ISLAND, IL 60406

12921 WESTERN AVE., BLUE ISLAND, IL 60406

12831 GREGORY ST., BLUE ISLAND, IL 60406

12955 WESTERN AVE., BLUE ISLAND, IL 60406

2329 UNION ST., BLUE ISLAND, IL 60406

2310 YORK ST., BLUE ISLAND, IL 60406

12831 GREGORY ST., BLUE ISLAND, IL 60406

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EXHIBIT 'A'
(CONTINUED)

12843 GREGORY ST., BLUE ISLAND, IL 60406

12829 GREGORY ST., BLUE ISLAND, IL 60406

12850 IRVING AVE., BLUE ISLAND, IL 60406

12834 IRVING AVE., BLUE ISLAND, IL 60406

12836 IRVING AVE., BLUE ISLAND, IL 60406

2250 IRVING AVE., BLUE ISLAND, IL 60406

12850 IRVING AVE., BLUE ISLAND, IL 60406

13000 IRVING AVE., BLUE ISLAND, IL 60406

12909 IRVING AVE., BLUE ISLAND, IL 60406

13001 IRVING AVE., BLUE ISLAND, IL 60406

PINS:

25-31-105-022-0000 (AFFECTS PARCEL 1 TRACT XI)

25-31-105-023-0000 (AFFECTS PARCEL 2 TRACT XI)

25-31-105-030-0000 (AFFECTS PARCEL 2 TRACT III)

25-31-105-046-0000 (AFFECTS PARCEL 1 TRACT III)

25-31-105-047-0000 (AFFECTS PARCEL 1 TRACT III)

25-31-105-052-0000 (AFFECTS TRACT IV)

25-31-105-053-0000 (AFFECTS PARCEL 1 TRACT III)

25-31-105-058-0000 (AFFECTS TRACT XII)

25-31-105-061-0000 (AFFECTS PART OF TRACT II)

25-31-105-062-0000 (AFFECTS PART OF TRACT II)

25-31-105-064-0000 (AFFECTS PARCEL 3 TRACT III)

25-31-113-001-0000 (AFFECTS PARCEL 1 TRACT VII)

25-31-113-002-0000 (AFFECTS PARCEL 2 TRACT VII)

25-31-113-011-0000 (AFFECTS TRACT XIII)

25-31-113-021-0000 (AFFECTS TRACT VIII)

25-31-114-004-0000 (AFFECTS TRACT VI)

25-31-114-005-0000 (AFFECTS TRACT IX)

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EXHIBIT 'A'
(CONTINUED)

25-31-114-008-0000 (AFFECTS PARCEL 1 TRACT I)

25-31-115-001-0000 (AFFECTS PARCEL 2 TRACT I)

25-31-115-002-0000 (AFFECTS PARCEL 2 TRACT I)

25-31-115-003-0000 (AFFECTS PARCEL 3 TRACT I)

25-31-115-004-0000 (AFFECTS PARCEL 3 TRACT I)

25-31-115-005-0000 (AFFECTS PARCEL 3 TRACT I)

25-31-115-006-0000 (AFFECTS PARCEL 4 TRACT I)

25-31-116-030-0000 (AFFECTS TRACT V)

25-31-120-003-0000 (AFFECTS PARCEL 1 TRACT X)

25-31-123-001-0000 (AFFECTS PARCEL 2 TRACT X)

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