

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2201319007

Doc# 2201319007 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2022 09:28 AM PG: 1 OF 27

The property identified as: PIN: 20-05-102-033-0000

Address:

Street: 4000 S Racine Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: MCMIF TRS I, LLC

Borrower: Chicago NLM LL, LLC

Loan / Mortgage Amount: \$293,382,143.00

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

Certificate number: F6AABD99-B167-4490-B4A4-0B536BC60550

Execution date: 12/23/2021

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

CHICAGO NLM LL, LLC, as mortgagor
(Borrower)

to

MCMF TRS I, LLC,
(Lender)

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Dated: As of December 23, 2021
Location: 4000 S Racine
Chicago, Illinois
County: Cook
PINS: 20-05-102-033-0000
20-05-102-038-0000
20-05-102-048-0000

PREPARED BY AND UPON
RECORDATION RETURN TO:

Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10166
Attn: Peter Mignone, Esq.

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

DEFINED TERMS

Execution Date: December 23, 2021	
Note: The Promissory Note dated as of the Execution Date made by Borrower and the Other Borrowers (as defined below) to Lender in the maximum principal amount of up to \$293,382,143.00, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.	
Lender & Address:	MCMIF TRS I, LLC, a Delaware limited liability company c/o MIM Real Estate 3500 Lenox Road NE Suite 200 Atlanta, Georgia 30326 Attention: Officer in Charge Re: National Last Mile Industrial Portfolio
With a copy to:	MCMIF TRS I, LLC c/o MIM Real Estate 3500 Lenox Road NE Suite 200 Atlanta, Georgia 30326 Attention: Regional Associate General Counsel Re: National Last Mile Industrial Portfolio
And to:	MCMIF TRS I, LLC c/o MetLife Investment Management, LLC One MetLife Way Whippany, New Jersey 07981-1449 Attention: Associate General Counsel – Real Estate Unit Re: National Last Mile Industrial Portfolio
Borrower & Address:	CHICAGO NLM LL, LLC a Delaware limited liability company c/o Investcorp International Realty Inc. 280 Park Avenue, 36th Fl. New York, New York 10017 Attention: Herbert Myers
With a copy to:	Paul Hastings LLP 200 Park Avenue New York, New York 10166 Attention: Bruce DePaola
Liable Party & Address:	Investcorp US Real Estate, LLC c/o Investcorp International Realty Inc.

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With a copy to:	<p>280 Park Avenue, 36th Fl. New York, New York 10017 Attention: Herbert Myers</p> <p>Paul Hastings LLP 200 Park Avenue New York, New York 10166 Attention: Bruce DePaola</p>
Jurisdiction in which the Property is located: Cook County, State of Illinois	
<p>Loan Documents: The Note, this Mortgage, the Loan Agreement, Assignment of Leases and any and all other documents now or hereafter executed and/or delivered to and accepted by Lender for the purpose of evidencing or securing the Loan (except the Indemnity Agreement and Guaranty), and all renewals, amendments, modifications, restatements and extensions of these documents. Notwithstanding the foregoing, the Indemnity Agreement and Guaranty are not Loan Documents, are not secured by this Mortgage, and shall survive repayment of the Loan or other termination of the Loan Documents to the extent provided therein.</p>	
<p>Loan Agreement: A Loan Agreement dated as of the Execution Date by and among Borrower, certain affiliates of Borrower as additional co-borrowers described therein ("Other Borrowers") and Lender, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.</p>	
<p>Assignment of Leases: An Assignment of Leases dated as of the Execution Date and executed by Borrower in favor of Lender.</p>	
<p>Guaranty: Guaranty Agreement dated as of the Execution Date and executed by Liable Party in favor of Lender.</p>	
<p>Indemnity Agreement: Unsecured Indemnity Agreement dated as of the Execution Date and executed by Borrower, Other Borrowers and Liable Party in favor of Lender.</p>	
<p>Defined Terms: Capitalized terms not defined below shall have the meanings ascribed to them in the Loan Agreement.</p>	

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This **MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, this “**Mortgage**”) is executed on December 23, 2021 by Borrower to Lender with reference to the following Recitals:

RECITALS

WHEREAS, this Mortgage secures: (1) the payment of the indebtedness evidenced by the Note with interest at the rates set forth in the Loan Agreement, together with all renewals, modifications, consolidations and extensions of the Note, all additional advances or fundings made by Lender, and any other amounts required to be paid by Borrower and the Other Borrowers under any of the Loan Documents, (collectively, the “**Secured Indebtedness**”, and sometimes referred to as the “**Loan**”) and (2) the full performance by Borrower and the Other Borrowers of all of the terms, covenants and obligations set forth in any of the Loan Documents.

WHEREAS, Borrower makes the following covenants and agreements for the benefit of Lender.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Mortgage and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I GRANT OF SECURITY

SECTION 1.01 REAL PROPERTY GRANT. Borrower irrevocably sells, transfers, grants, conveys, mortgages, assigns and warrants to Lender and its successors and assigns, all of Borrower’s present and future estate, right, title and interest in and to the following which are collectively referred to as the “**Real Property**”:

(a) that certain real property located in the County and state in which the Real Property is located (the “**State**”) which is more particularly described in Exhibit A attached to this Mortgage, or any portion of the real property; all easements, rights-of-way, gaps, strips and gores of land; streets and alleys; sewers and water rights; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Borrower with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the “**Land**”);

(b) all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the

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improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the “**Improvements**”);

(c) all present and future income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits made with respect to the Land, Improvements or Leases (whether payable or paid to Borrower or Master Tenant (as defined below)), including, but not limited to, all claims, damages and other amounts payable to Borrower in the event of a default under or termination of any of the Leases, including without limitation all of Borrower’s claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time, any security given to utility companies by Borrower, any advance payment of real estate taxes or assessments (including, without limitation, business improvement district taxes, ballpark taxes, franchise taxes, public space rental payments, and vault payments) or insurance premiums made by Borrower and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Borrower in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of this Mortgage, subject to application in accordance with the Loan Agreement (“**Insurance Proceeds**”) (all of the items set forth in this paragraph are referred to collectively as “**Rents and Profits**”);

(d) all damages, payments and revenue of every kind that Borrower may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;

(e) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of any part of the Land and/or improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements, subject to application in accordance with the Loan Agreement;

(f) all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements;

(g) all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names and goodwill relating to the Land and/or Improvements; and

(h) all of (i) Borrower’s right, title and interest in and to that certain Master Lease of even date herewith (the “**Master Lease**”) between Borrower, as master landlord, and Chicago NLM TT, LLC, a Delaware limited liability company, as master tenant (“**Master Tenant**”), including any security interest in the Real Property granted by Master Tenant to Borrower.

SECTION 1.02 PERSONAL PROPERTY GRANT. Borrower irrevocably sells, transfers, grants, conveys, assigns and warrants to Lender, its successors and assigns, a security interest in Borrower’s interest in the following personal property which is collectively referred to as “**Personal Property**”:

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(a) any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future by Borrower or Master Tenant, which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;

(b) all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Borrower in common with others and all documents of membership in any owner's association or similar group;

(c) all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Borrower relating to the plans and specifications or to the construction of the Improvements;

(d) all inventory, furnishings, fixtures, equipment, machinery, goods, accounts, general intangibles, letter of credit rights, commercial tort claims, deposit accounts, documents, instruments and chattel paper and all substitutions, replacements of, and additions to, any of the these items;

(e) all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale;

(f) any security interest in the Personal Property granted by Master Tenant to Borrower under the Master Lease;

(g) all other assets of Borrower, whether now owned or existing or hereafter acquired or arising and wherever located; and

(h) all proceeds and products of any or all of the foregoing, including without limitation all proceeds from any voluntary or involuntary disposition or claim respecting any of Borrower's assets (including judgments, condemnation awards or otherwise).

All of the Real Property and the Personal Property are collectively referred to as the "**Property.**"

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower or the Other Borrowers shall well and truly pay to Lender the Secured Indebtedness at the time and in the manner provided in the Note, the Loan Agreement and this Mortgage and the Other Loan Documents, respectively, and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents and the Other Loan Documents, these presents and the estates and liens hereby granted shall cease, terminate and be void; provided, however, that Borrower's obligation to indemnify

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and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE II BORROWER COVENANTS

SECTION 2.01 PERFORMANCE BY BORROWER. Borrower shall pay the Secured Indebtedness to Lender and shall keep and perform each and every other obligation, covenant and agreement of the Loan Documents.

SECTION 2.02 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. In the event of any conflict between the provisions of this Mortgage and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 2.03 WARRANTY OF TITLE.

(a) Borrower warrants that it holds marketable and indefeasible fee simple absolute title to the Real Property, and that it has the right and is lawfully authorized to sell, convey or encumber the Property subject only to the Permitted Exceptions. To Borrower's knowledge, the Real Property is free from all due and payable taxes and assessments (including, without limitation, business improvement district taxes, ballpark taxes, franchise taxes, public space rental payments, and vault payments) and mechanics' and materialmen's liens. Borrower has good title to the remainder of the Property, to the extent of Borrower's interest therein, free and clear of all liens, other than the lien held by Lender pursuant to the Loan Documents.

(b) Borrower further covenants to warrant and forever defend Lender from and against all persons claiming any interest in the Property, other than those claiming such interest pursuant to any of the Permitted Exceptions.

SECTION 2.04 TAXES, LIENS AND OTHER CHARGES.

(a) Borrower shall pay all Impositions in accordance with the Loan Agreement.

(b) In the event of the passage, after the Execution Date, of any law which deducts from the value of the Property, for the purposes of taxation, any lien or security interest encumbering the Property, or changing in any way the existing laws regarding the taxation of mortgages, deeds of trust and/or security agreements or debts secured by these instruments, or changing the manner for the collection of any such taxes, and the law has the effect of imposing payment of any Impositions upon Lender, at Lender's option, the Secured Indebtedness shall immediately become due and payable. Notwithstanding the preceding sentence, Lender's election to accelerate the Loan shall not be effective if (1) Borrower is permitted by law (including, without limitation, applicable interest rate laws) to, and actually does, pay the Imposition or the increased portion of the Imposition and (2) Borrower agrees in writing to pay or reimburse Lender in

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accordance with Section 8.06 hereof for the payment of any such Imposition which becomes payable at any time when the Loan is outstanding.

SECTION 2.05 ESCROW DEPOSITS. Borrower shall pay all Premiums in accordance with the Loan Agreement.

SECTION 2.06 INTENTIONALLY OMITTED.

SECTION 2.07 COLLATERAL SECURITY INSTRUMENTS. Borrower covenants and agrees that if Lender at any time holds additional security for any obligations secured by this Mortgage, it may, from and after the occurrence and during the continuance of an Event of Default, enforce its rights and remedies with respect to the security, at its option, either before, concurrently or after a sale of the Property is made pursuant to the terms of this Mortgage. From and after the occurrence and during the continuance of an Event of Default, Lender may apply the proceeds of the additional security to the Secured Indebtedness without affecting or waiving any right to any other security, including the security under this Mortgage, and without waiving any Event of Default of Borrower under this Mortgage or any other Loan Document.

SECTION 2.08 SUITS AND OTHER ACTS TO PROTECT THE PROPERTY.

(a) Borrower shall promptly notify Lender of the commencement, or receipt of notice, of (i) any and all actions or proceedings or other material matter or claim against (x) the Property, and/or (y) the interest of Lender under the Loan Documents; and/or (ii) any and all actions or proceedings or material default notices arising under any of the Leases (including the Master Lease) or that is connected with the obligations, duties or liabilities of the landlord, tenant or any guarantor under any Lease that, in each case, is reasonably likely to have a material adverse effect (collectively, "**Actions**"). Borrower shall appear in and defend any Actions.

(b) From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, at the cost and expense of Borrower, to institute, maintain and participate in Actions and take such other action, as it may deem appropriate in the reasonable, good faith exercise of its discretion to preserve or protect the Property and/or the interest of Lender under the Loan Documents. Any money paid by Lender under this Section shall be reimbursed to Lender in accordance with Section 8.06 hereof.

SECTION 2.09 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property to which Borrower is a party, which was assumed by Borrower, or under which Borrower otherwise has obligations, and any amendments, modifications or changes to the foregoing.

ARTICLE III INSURANCE

SECTION 3.01 REQUIRED INSURANCE AND TERMS OF INSURANCE POLICIES. During the term of this Mortgage, Borrower shall obtain and maintain, or cause to

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be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to Section 6.1 of the Loan Agreement.

SECTION 3.02 ASSIGNMENT TO LENDER. To the extent the insurance requirements in Section 6.1 of the Loan Agreement are satisfied using a stand-alone policy(ies) covering only the Property, then in the event of the foreclosure of this Mortgage or other transfer of the title to the Property in extinguishment of the Secured Indebtedness, all right, title and interest of Borrower in and to such insurance policy(ies), or premiums or payments in satisfaction of claims or any other rights under these insurance policy(ies), shall pass to the transferee of the Property. Notwithstanding the foregoing, to the extent the insurance requirements in Section 6.1 of the Loan Agreement are satisfied using a blanket policy, then in the event of the foreclosure of this Mortgage or other transfer of the title to the Property in extinguishment of the Secured Indebtedness, all right, title and interest of Borrower in and to any premiums or payments in satisfaction of claims or any other rights under such insurance policy(ies) relating to the Property shall pass to the transferee of the Property.

ARTICLE IV LEASES AND OTHER AGREEMENTS AFFECTING THE PROPERTY

SECTION 4.01 ASSIGNMENT OF LEASES. Borrower hereby absolutely, presently and unconditionally assigns to Lender all of Borrower's right, title, interest and estate in, to and under (i) all of the Existing Leases and Guaranties affecting the Property, (ii) whether entered into by Borrower or Master Tenant, all of the future leases, lease amendments, guaranties and amendments of guaranties, (iii) the Master Lease, and (iv) subject to the provisions of the Assignment of Leases, the Rents and Profits. Lender acknowledges that Borrower is permitted to collect the Rents and Profits pursuant to a revocable license unless and until an Event of Default exists. The Existing Leases, the Master Lease and Guaranties and all future leases, lease amendments, guaranties and amendments of guaranties are collectively referred to as the "Leases." This assignment of Leases, Rents and Profits is intended to be perfected, absolute and choate upon recording.

SECTION 4.02 SUBORDINATE LEASES. All Leases shall be subordinate to the lien of this Mortgage and shall provide that Lender may elect to make the Lease superior to this Mortgage and to require the tenant to attorn to Lender. Upon written request from Borrower, Lender shall provide a non-disturbance agreement to any tenant whose Lease is permitted, approved or deemed approved hereunder. Borrower shall use commercially reasonable efforts to cause any tenant to whom non-disturbance is granted to execute Lender's standard form of subordination, non-disturbance and attornment agreement without modification unless such modifications are acceptable to Lender in its sole discretion. Borrower shall pay out-of-pocket costs and expenses incurred by Lender in connection with granting a non-disturbance agreement.

SECTION 4.03 MASTER LEASE. Borrower (i) shall enforce the Master Lease, (ii) promptly notify Lender in writing of any material notices sent pursuant to the Master Lease or any defaults under the Master Lease, and (iii) shall not enter into any material amendment to the Master Lease without Lender's prior written approval, which Lender may withhold in its sole and absolute discretion, provided, however, if the purpose of any such amendment is to correct inconsistencies between the Master Lease and the Loan Documents, Lender's approval shall not be

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unreasonably withheld, delayed or conditioned. Any breach or default of such foregoing obligations shall constitute an Event of Default under this Mortgage. Further, an event of default under the Master Lease or a related document, subject to any applicable notice and cure periods set forth therein, shall constitute an Event of Default under the Loan Agreement, this Mortgage and the other Loan Documents.

ARTICLE V BORROWER AGREEMENTS AND FURTHER ASSURANCES

SECTION 5.01 FURTHER ASSURANCES. Borrower shall, without expense to Lender, execute, acknowledge and deliver all further acts, deeds, conveyances, mortgages, deeds of trust, assignments, security agreements, and financing statements as Lender shall from time to time reasonably require, to assure, convey, assign, transfer and confirm unto Lender the Property and rights conveyed or assigned by this Mortgage or which Borrower may become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or any of the other Loan Documents, or for filing, refiling, registering, reregistering, recording or rerecording this Mortgage; provided that such documents or further assurances shall contain terms, provisions and clauses (x) no less favorable to Borrower than those contained herein and in the Note, and (y) which do not increase Borrower's obligations hereunder or decrease Borrower's rights under the Loan Documents. If Borrower fails to comply with the terms of this Section, Lender may, at Borrower's expense, perform Borrower's obligations for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender as its attorney-in-fact to do so. The appointment of Lender as attorney-in-fact is coupled with an interest.

SECTION 5.02 INTENTIONALLY OMITTED.

SECTION 5.03 REPLACEMENT OF NOTE. Upon notice to Borrower of the loss, theft, destruction or mutilation of the Note, Borrower will execute and deliver, in lieu of the original Note, a replacement note, identical in form and substance to the Note and dated as of the Execution Date. Upon the execution and delivery of the replacement note, all references in any of the Loan Documents to the Note shall refer to the replacement note.

SECTION 5.04 SUBROGATION. Lender shall be subrogated to the lien of any and all encumbrances against the Property paid out of the proceeds of the Loan and to all of the rights of the recipient of such payment.

ARTICLE VI DUE ON SALE/ENCUMBRANCE

SECTION 6.01 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Secured Indebtedness and the performance of all other obligations of Borrower contained herein, in the Loan Agreement and any other Loan Document, and the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change

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of, or substitution or replacement for, all or any part of the Note, the Loan Agreement, or any other Loan Document (the “**Other Obligations**”). Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Secured Indebtedness or the performance of the Other Obligations, Lender can recover the Secured Indebtedness by a sale of the Property.

SECTION 6.02 NO TRANSFER. Borrower shall not permit or suffer any Transfer to occur, unless specifically permitted by Article VIII of the Loan Agreement, the provisions of which such Article are hereby incorporated by reference into this Mortgage to the same extent and with the same force as if fully set forth herein.

SECTION 6.03 LENDER’S RIGHTS. Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Secured Indebtedness immediately due and payable upon a Transfer without Lender’s consent (except for any Permitted Transfer in accordance with the Loan Agreement). This provision shall apply to every Transfer, other than any Transfer permitted pursuant to the Loan Agreement, regardless of whether voluntary or not, or whether or not Lender has consented to any previous Transfer.

ARTICLE VII EXCULPATION AND LIABILITY

SECTION 7.01 EXCULPATION. The provisions of Section 12.20 of the Loan Agreement are hereby incorporated by reference into this Mortgage to the same extent and with the same force as if fully set forth herein.

SECTION 7.02 LIABILITY OF BORROWER. The obligations of Borrower under this Mortgage, the Loan Agreement and the other Loan Documents are subject to the limitations on recourse set forth in Section 12.20 of the Loan Agreement.

ARTICLE VIII DEFAULTS AND REMEDIES

SECTION 8.01 EVENTS OF DEFAULT. The term “Event of Default” as used in this Mortgage shall have the meaning assigned to such term in the Loan Agreement.

SECTION 8.02 REMEDIES UPON DEFAULT. Upon the happening and during the continuance of an Event of Default, the Secured Indebtedness shall, at the option of Lender, become immediately due and payable, without further notice or demand, and Lender may suspend any or all performance required of Lender under the Loan Documents, and Lender shall have all rights and remedies available under the Loan Documents or applicable law. Without limitation, Lender, upon the happening and during the continuance of an Event of Default, may undertake any one or more of the following remedies:

(a) **Foreclosure.** Institute a foreclosure action in accordance with the law of the State, or take any other action as may be allowed, at law or in equity, for the enforcement of the Loan Documents and realization on the Property or any other security afforded by the Loan Documents. In the case of a judicial proceeding, Lender may proceed to final judgment and execution for the

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amount of the Secured Indebtedness owed as of the date of the judgment, together with all costs of suit, reasonable attorneys' fees and interest on the judgment at the maximum rate permitted by law from the date of the judgment until paid. If Lender is the purchaser at the foreclosure sale of the Property, the foreclosure sale price shall be applied against the total amount due Lender; and/or

(b) Power of Sale. To the extent permitted by applicable law then in effect, institute a non-judicial foreclosure proceeding in compliance with such applicable law in effect on the date foreclosure is commenced for Lender to sell the Property either as a whole or in separate parcels as Lender may determine at public sale or sales to the highest bidder for cash, in order to pay the Secured Indebtedness. If the Property is sold as separate parcels, Lender may direct the order in which the parcels are sold. Lender shall deliver to the purchaser a deed or deeds without covenant or warranty, express or implied. Lender may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time may further postpone the sale by public announcement in accordance with applicable law; and/or

(c) Entry. In accordance with applicable law, enter into possession of the Property, lease the Improvements, collect all Rents and Profits and, after deducting all costs of collection and administration expenses, apply the remaining Rents and Profits in such order and amounts as Lender, in Lender's sole discretion, may elect to the payment of Impositions, operating costs, costs of maintenance, restoration and repairs, Premiums and other charges, including, but not limited to, costs of leasing the Property and fees and costs of counsel and receivers, and in reduction of the Secured Indebtedness; and/or

(d) Receivership. To the extent permitted under applicable law, have a receiver appointed to enter into possession of the Property, lease the Property, collect the Rents and Profits and apply them as the appropriate court may direct. To the extent permitted under applicable law, Lender shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security or the insolvency of Borrower or the Liable Party. To the extent permitted under applicable law, Borrower and Liable Party shall be deemed to have consented to the appointment of the receiver. The collection or receipt of any of the Rents and Profits by Lender or any receiver shall not affect or cure any Event of Default. Borrower agrees that Lender shall have the absolute and unconditional right to the appointment of a receiver in any independent and/or separate action brought by Lender regardless of whether Lender seeks any relief in such action other than the appointment of a receiver. In that respect, Borrower waives any express or implied requirement under applicable law that a receiver may be appointed only ancillary to other judicial or non-judicial relief.

SECTION 8.03 APPLICATION OF PROCEEDS OF SALE. In the event of a sale of the Property pursuant to Section 8.02 of this Mortgage, to the extent permitted by applicable law, Lender shall determine in its sole discretion the order in which the proceeds from the sale shall be applied to the payment of the Secured Indebtedness, including without limitation, the expenses of the sale and of all proceedings in connection with the sale, including reasonable attorneys' fees and expenses; Impositions, Premiums, liens, and other charges and expenses; the outstanding principal balance of the Secured Indebtedness; any accrued interest; any Prepayment Fee; and any other amounts owed under any of the Loan Documents.

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SECTION 8.04 WAIVER OF JURY TRIAL. To the fullest extent permitted by applicable law, Borrower and Lender HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Note, this Mortgage or any of the Loan Documents, or the enforcement of any remedy under any law, statute or regulation. Neither party will seek to consolidate any such action in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. Each party has received the advice of counsel with respect to this waiver.

SECTION 8.05 LENDER'S RIGHT TO PERFORM BORROWER'S OBLIGATIONS. Borrower agrees that, from and after the occurrence and during the continuance of an Event of Default, if Borrower fails to perform any act or to pay any money which Borrower is required to perform or pay under the Loan Documents, following any applicable notice and cure period herein, under the Loan Agreement or under any other Loan Document for such failure, Lender may make the payment or perform the act at the cost and expense of Borrower and in Borrower's name or in its own name. Any money paid by Lender under this Section 8.05 shall be reimbursed to Lender in accordance with Section 8.06.

SECTION 8.06 LENDER REIMBURSEMENT. All actual out of pocket payments made, or funds expended or advanced by Lender pursuant to the provisions of any Loan Document, shall (1) become a part of the Secured Indebtedness, (2) bear interest at the Interest Rate (as defined in the Note) from the date such payments are made or funds expended or advanced, (3) become due and payable by Borrower in accordance with the Loan Agreement, and (4) bear interest at the Default Rate (as defined in the Note) from the date of such demand. Borrower shall reimburse Lender within ten (10) days after receipt of written demand for such amounts.

SECTION 8.07 FEES AND EXPENSES. If Lender becomes a party (by intervention or otherwise) to any action or proceeding in any such case in accordance with this Mortgage affecting, directly or indirectly, Borrower, the Other Borrowers, the Property or the title thereto or Lender's interest under this Mortgage or any of the Other Borrowers' respective interests under the Other Security Instruments, or employs an attorney to collect any of the Secured Indebtedness or to enforce performance of the obligations, covenants and agreements of the Loan Documents, Borrower shall reimburse Lender in accordance with Section 8.06 for all actual out of pocket expenses, costs, charges and legal fees incurred by Lender (including, without limitation, the actual out of pocket fees and expenses of experts and consultants, and including legal fees and expenses incurred in any bankruptcy or insolvency proceeding), whether or not suit is commenced. Notwithstanding the foregoing, any third party attorneys' fees for which Borrower becomes obligated pursuant to this Section 8.07 or any other Loan Document shall refer to fees actually and reasonably incurred by Lender, without reference to any statutory presumption which may otherwise be applicable, which statutory presumption, if any, Lender hereby expressly waives.

SECTION 8.08 WAIVER OF CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. Borrower covenants and agrees that in no event shall Lender be liable for consequential and/or punitive damages, and to the fullest extent permitted by law, Borrower expressly waives all existing and future claims that it may have against Lender for consequential and/or punitive damages.

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ARTICLE IX SECURITY AGREEMENT

SECTION 9.01 SECURITY AGREEMENT. THIS MORTGAGE CREATES A LIEN ON THE PROPERTY. IN ADDITION, TO THE EXTENT THE PROPERTY IS PERSONAL PROPERTY OR FIXTURES UNDER APPLICABLE LAW, THIS MORTGAGE CONSTITUTES A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE IN WHICH THE PROPERTY IS LOCATED (THE "U.C.C.") AND ANY OTHER APPLICABLE LAW AND IS FILED AS A FIXTURE FILING. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LENDER MAY, AT ITS OPTION, PURSUE ANY AND ALL RIGHTS AND REMEDIES AVAILABLE TO A SECURED PARTY WITH RESPECT TO ANY PORTION OF THE PROPERTY, AND/OR LENDER MAY, AT ITS OPTION, PROCEED AS TO ALL OR ANY PART OF THE PROPERTY IN ACCORDANCE WITH LENDER'S RIGHTS AND REMEDIES WITH RESPECT TO THE LIEN CREATED BY THIS MORTGAGE. THIS FINANCING STATEMENT SHALL REMAIN IN EFFECT AS A FIXTURE FILING UNTIL THIS MORTGAGE IS RELEASED OR SATISFIED OF RECORD. Borrower hereby authorizes Lender to file financing statements in such offices and jurisdictions as Lender shall determine designating as collateral all assets of Borrower.

SECTION 9.02 CHARACTERIZATION OF PROPERTY. The grant of a security interest to Lender in this Mortgage shall not be construed to limit or impair the lien of this Mortgage or the rights of Lender with respect to any property which is real property or which the parties have agreed to treat as real property. To the fullest extent permitted by law, everything used in connection with the production of Rents and Profits is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property, irrespective of whether or not the same is physically attached to the Land and/or Improvements.

SECTION 9.03 PROTECTION AGAINST PURCHASE MONEY SECURITY INTERESTS. It is understood and agreed that in order to protect Lender from the effect of U.C.C. Section 9-334, as amended from time to time and as enacted in the State, in the event that Borrower intends to purchase any goods which may become fixtures attached to the Property, or any part of the Property, and such goods will be subject to a purchase money security interest held by a seller or any other party:

(a) Before executing any security agreement or other document evidencing or perfecting the security interest, Borrower shall obtain the prior written approval of Lender. All requests for such written approval shall be in writing and contain the following information: (i) a description of the fixtures; (ii) the address at which the fixtures will be located; and (iii) the name and address of the proposed holder and proposed amount of the security interest.

(b) Borrower shall pay all sums and perform all obligations secured by the security agreement. A default by Borrower under the security agreement shall constitute a default under this Mortgage and each of the Other Security Instruments. If Borrower fails to make any payment on an obligation secured by a purchase money security interest in the Personal Property or any fixtures, Lender, at its option, may pay the secured amount and Lender shall be subrogated to the rights of the holder of the purchase money security interest.

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(c) Lender shall have the right to acquire by assignment from the holder of the security interest for the Personal Property or fixtures, all contract rights, accounts receivable, negotiable or non-negotiable instruments, or other evidence of indebtedness and to enforce the security interest as assignee.

(d) The provisions of subparagraphs (b) and (c) of this Section 9.03 shall not apply if the goods which may become fixtures are of at least equivalent value and quality as the Personal Property being replaced and if the rights of the party holding the security interest are expressly subordinated to the lien and security interest of this Mortgage in a manner satisfactory to Lender

ARTICLE X MISCELLANEOUS COVENANTS

SECTION 10.01 NO WAIVER. No single or partial exercise by Lender, or delay or omission in the exercise by Lender, of any right or remedy under the Loan Documents shall preclude, waive or limit the exercise of any other right or remedy. From and after the occurrence and during the continuance of an Event of Default, Lender shall at all times have the right to proceed against any portion of, or interest in, the Property without waiving any other rights or remedies with respect to any other portion of the Property. No right or remedy under any of the Loan Documents is intended to be exclusive of any other right or remedy but shall be cumulative and may be exercised concurrently with or independently from any other right and remedy under any of the Loan Documents or under applicable law.

SECTION 10.02 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 12.5 of the Loan Agreement.

SECTION 10.03 HEIRS AND ASSIGNS; TERMINOLOGY.

(a) This Mortgage applies to Lender, Liable Party (with respect to the provisions herein expressly referring to Liable Party) and Borrower, and their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Borrower" shall include both the original Borrower and any subsequent owner or owners of any of the Property. The term "Liable Party" shall include both the original Liable Party and any subsequent or substituted Liable Parties.

(b) In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

SECTION 10.04 SEVERABILITY. If any provision of this Mortgage should be held unenforceable or void, then that provision shall be separated from the remaining provisions and shall not affect the validity of this Mortgage except that if the unenforceable or void provision relates to the payment of any monetary sum, then, Lender may, at its option, declare the Secured Indebtedness immediately due and payable.

SECTION 10.05 APPLICABLE LAW. The governing law and related provisions contained in Section 12.3 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

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SECTION 10.06 CAPTIONS. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Mortgage.

SECTION 10.07 TIME OF THE ESSENCE. Time shall be of the essence with respect to all of Borrower's obligations under this Mortgage and the other Loan Documents.

SECTION 10.08 NO MERGER. In the event that Lender should become the owner of the Property, there shall be no merger of the estate created by this Mortgage with the fee estate in the Property.

SECTION 10.09 NO MODIFICATIONS. This Mortgage may not be changed, amended or modified, except in a writing expressly intended for such purpose and executed by Borrower and Lender.

SECTION 10.10 ENTIRE AGREEMENT. This Mortgage and the other Loan Documents, together with the Guaranty and the Indemnity Agreement, contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, between Borrower and Lender are superseded by the terms of this Mortgage and the other Loan Documents, together with the Guaranty and the Indemnity Agreement.

SECTION 10.11 CROSS-COLLATERALIZATION. Borrower acknowledges that the Secured Indebtedness is secured by this Mortgage together with those additional mortgages, deeds of trust and/or deeds to secure debt given by Borrower and Other Borrowers to Lender (the "**Other Security Instruments**"), together with other Loan Documents securing or evidencing the Secured Indebtedness, and encumbering the other Individual Properties, all as more specifically set forth in the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Mortgage and any or all of the Other Security Instruments whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Secured Indebtedness or the portion of the Secured Indebtedness allocated to the Property in the Loan Agreement, and the lien and the security interest created by the Other Security Instruments shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Secured Indebtedness then due and payable but still outstanding. Borrower acknowledges and agrees that the Property and the other Individual Properties are located in one or more States and counties, and therefore Lender shall be permitted to enforce payment of the Secured Indebtedness and the performance of any term, covenant or condition of the Note, this Mortgage, the Loan Documents or the Other Security Instruments and exercise any and all rights and remedies under the Note, this Mortgage, the other Loan Documents or the Other Security Instruments, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender, in its sole discretion, in any one or more of the States or counties in which the Property or any other Individual Property is located. Neither the acceptance of this Mortgage, the other Loan Documents or the Other Security Instruments nor the enforcement thereof in any one State or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Note, this Mortgage, the other Loan

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Documents, or any Other Security Instruments through one or more additional proceedings in that State or county or in any other State or county. Any and all sums received by Lender under the Note, this Mortgage, and the other Loan Documents shall be applied to the Secured Indebtedness in such order and priority as Lender shall determine, in its sole discretion, without regard to the Allocated Loan Amount for the Property or any other Individual Property or the appraised value of the Property or any Individual Property.

ARTICLE XI STATE SPECIFIC PROVISIONS

SECTION 11.01 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article XI and the other terms and conditions of this Mortgage, the terms and conditions of this Article XI shall control and be binding.

SECTION 11.02 USE OF PROCEEDS. The Borrower represents and agrees that the Secured Indebtedness is exempt from the limitation upon the amount of interest that may be charged under 815 ILCS 205/4 for one or more of the reasons set forth in such statute, and the Secured Indebtedness constitutes a business loan which comes within the purview of 815 ILCS 205/4.

SECTION 11.03 FUTURE ADVANCES. This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Lenders, or otherwise. The amount of indebtedness secured hereby may increase or decrease from time to time, and the rate or rates of interest payable may vary from time to time.

SECTION 11.04 LIMITATION ON SECURED INDEBTEDNESS. It is expressly understood and agreed that the Secured Indebtedness will in no event exceed two hundred percent (200%) of (i) the aggregate total face amount of the Notes plus (ii) the total interest which may hereafter accrue under the Notes on such face amount.

SECTION 11.05 WAIVER OF HOMESTEAD AND REDEMPTION. Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219 respectively. Pursuant to 735 ILCS 5/15-1601(b) Borrower waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or other rights of redemption which may run to Borrower or any other "Owner of Redemption", as that term is defined in 735 ILCS 5/15-1212. To the fullest extent permitted by Illinois law, Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602.

SECTION 11.06 ILLINOIS MORTGAGE FORECLOSURE LAW.

(a) Illinois Mortgage Foreclosure Law.

(i) In the event that any provisions in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq., as

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the same may be amended from time to time, the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with Act.

(ii) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of an Event of Default of Borrower which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(iii) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Indebtedness.

(iv) Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and hereby voluntarily and knowingly waives, to the full extent permitted by law, its rights to reinstatement and redemption to the extent allowed under Section 15-1610(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

(v) Borrower and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(b) Borrower Waivers.

(i) Borrower agrees, to the fullest extent that Borrower may lawfully so agree, that Borrower will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Borrower, for Borrower and all who may claim through or under Borrower, so far as Borrower or those claiming through or under Borrower now or hereafter lawfully may, hereby waives the benefit of all such laws. Borrower, to the extent Borrower may lawfully do so, hereby waives any and all right to have the Property marshaled upon any foreclosure of this Mortgage, or sold in inverse order of alienation, and agrees that Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Property as an entirety. If any law now or hereafter in force referred to in this Paragraph of which Borrower or

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Borrower's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this Paragraph.

(ii) In the event of the commencement of judicial proceedings to foreclose this Mortgage, Borrower, on behalf of Borrower, its successors and assigns, and each and every person or entity they may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and (b), to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

SECTION 11.07 COLLATERAL PROTECTION ACT. Unless Borrower provides Mortgagee with evidence of the insurance required by this Mortgage or any other Loan Document, Mortgagee may purchase insurance at Borrower's expense to protect Mortgagee's interest in the Property or any other collateral for the indebtedness secured hereby. This insurance may, but need not, protect Borrower's interests. The coverage Mortgagee purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property or any other collateral for the indebtedness secured hereby. Borrower may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Borrower has obtained insurance as required under by this Mortgage or any other Loan Document. If Mortgagee purchases insurance for the Property or any other collateral for the indebtedness secured hereby, Borrower shall be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own.

SECTION 11.08 MORTGAGEE IN POSSESSION. In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, subject to Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

SECTION 11.09 POWER OF SALE. Any references to "power of sale" in this Mortgage are permitted only to the extent allowed by law.

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SECTION 11.10 NO LIEN MANAGEMENT AGREEMENTS. Borrower shall include a "no lien" provision in any property management agreement hereafter entered into by Borrower with a property manager for the Property, whereby the property manager waives and releases any and all mechanics' lien rights that the property manager, or anyone claiming through or under the property manager, may have pursuant to 770 ILCS 60/1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of County for the Property is located, as appropriate.

Signature Appears on Following Page

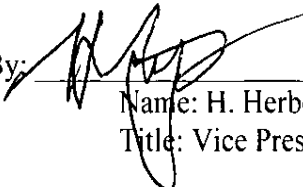
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Mortgage has been executed by Borrower as of the Execution Date.

BORROWER:


CHICAGO NLM LL, LLC, a Delaware limited liability company

By: 
Name: H. Herbert Myers
Title: Vice President

STATE OF New York)
COUNTY OF New York) ss.

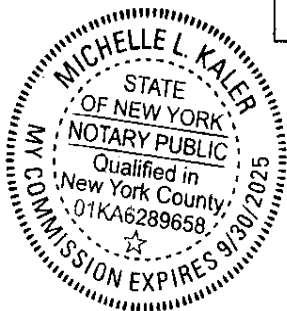
On the 19 day of December 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared H. Herbert Myers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

My Commission Expires: _____
Commission Number: _____

Michelle L. Kaler NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01KA6289658 Qualified in New York County Commission Expires September 30, 2025
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EXHIBIT A

LAND LEGAL DESCRIPTION

The land referred to in this Policy is described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

TRACT 1:

THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID EAST 25 ACRES AT A POINT THEREON WHICH IS 627.87 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 25 ACRES, AND RUNNING THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 128.24 FEET TO A POINT 601.72 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,343.53 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 123.89 FEET TO A POINT 590.33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,220.13 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 334.74 FEET TO A POINT 492.47 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,899.75 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 797.86 FEET, A DISTANCE OF 230.32 FEET TO A POINT 458.75 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2672.63 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE (THE EASTERLY TERMINUS OF WHICH IS A POINT 462.62 FEET SOUTH OF THE NORTH LINE AND 439.31 FEET WEST OF THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 5) A DISTANCE OF 7.50 FEET TO A POINT WHICH IS 2,665.13 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 48.10 FEET TO A POINT WHICH IS 498.85 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,665.17 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST AND HAVING A RADIUS OF 302.00 FEET, A DISTANCE OF 141.84 FEET TO A POINT WHICH IS 635.60 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,697.98 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 382.00 FEET, A DISTANCE OF 149.42 FEET TO A POINT WHICH IS 778.60 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,738.29 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE (THE SOUTHERLY TERMINUS OF WHICH IS A POINT 1120.15 FEET SOUTH OF THE NORTH LINE AND 119.75 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND WHICH IS ALSO 2,765.43

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FEET WEST OF THE EAST LINE OF SAID SECTION 5), A DISTANCE OF 93.79 FEET TO A POINT WHICH IS 2,745.72 FEET WEST OF THE EAST LINE OF SECTION 5 AND WHICH IS ALSO THE POINT OF INTERSECTION OF SAID STRAIGHT LINE WITH A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872.00 FEET OF THE EAST 1/2 OF SECTION 5; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID STRAIGHT LINE, A DISTANCE OF 279.72 FEET TO A POINT WHICH IS 850.71 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,024.56 FEET WEST OF THE EAST LINE OF SAID SECTION 5, AND WHICH IS ALSO THE POINT OF INTERSECTION OF SAID PERPENDICULAR LINE WITH THE NORTHEASTERLY LINE OF THE PROPERTY OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY AS DEFINED IN DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 2, 1963, AS DOCUMENT 18929946; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1,433.00 FEET, A DISTANCE OF 376.91 FEET TO THE POINT ON SAID NORTHEASTERLY PROPERTY LINE WHICH IS 667.41 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,352.16 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 118.91 FEET TO A POINT ON THE WEST LINE OF SAID EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, WHICH IS 646.71 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 25 ACRES, AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 25 ACRES, A DISTANCE OF 18.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT 2:

THAT PART OF THE EAST 25 ACRES OF NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 2,745.72 FEET WEST OF THE EAST LINE OF SAID SECTION 5, AND WHICH IS ON A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872.00 FEET OF SAID EAST 1/2 OF SECTION 5 (SAID POINT BEING THE POINT OF INTERSECTION OF SAID WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 872.00 FEET OF THE EAST 1/2 OF SECTION 5 WITH A STRAIGHT LINE WHICH EXTENDS SOUTHWARDLY OF A POINT WHICH IS 778.60 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,738.29 FEET WEST OF THE EAST LINE OF SAID SECTION 5, TO A POINT WHICH IS 1,120.15 FEET SOUTH OF THE NORTH LINE AND 119.75 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 AND WHICH IS ALSO 2,765.43 FEET WEST OF THE EAST LINE OF SAID SECTION 5) AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID STRAIGHT LINE A DISTANCE OF 279.72 FEET TO A POINT WHICH IS 850.71 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,024.56 FEET WEST OF THE EAST LINE OF SAID SECTION 5 AND WHICH IS ALSO THE POINT OF INTERSECTION OF SAID PERPENDICULAR LINE WITH THE NORTHEASTERLY LINE OF THE PROPERTY OF THE CHICAGO RIVER AND IN DIANA RAILROAD COMPANY AS DEFINED IN DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 2, 1963 AS DOCUMENT NUMBER 18929946; THENCE

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SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1,433.00 FEET, A DISTANCE OF 104.97 FEET TO THE POINT ON SAID NORTHEASTERLY PROPERTY LINE WHICH IS 916.50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,942.48 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID RAILROAD COMPANY, BEING HERE A STRAIGHT LINE, A DISTANCE OF 128.22 FEET TO THE POINT ON SAID PROPERTY LINE WHICH IS 996.93 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,843.34 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE A STRAIGHT LINE, A DISTANCE OF 52.83 FEET TO A POINT ON SAID PROPERTY LINE WHICH IS 1,026.53 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,799.66 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (BEING HERE A STRAIGHT LINE, THE SOUTHERLY TERMINUS OF WHICH IS THE POINT ON SAID PROPERTY LINE WHICH IS 1,096.50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,753.98 FEET WEST OF THE EAST LINE OF SAID SECTION 5), A DISTANCE OF 68.03 FEET TO THE POINT OF INTERSECTION OF SAID PROPERTY LINE WITH THE FIRST HEREIN DESCRIBED STRAIGHT LINE, AND THENCE NORTHWARDLY ALONG SAID FIRST HEREIN DESCRIBED STRAIGHT LINE, A DISTANCE OF 211.93 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

TRACT 3:

A TRACT OF LAND IN THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID 25 ACRES AT A POINT THEREON WHICH IS 646.71 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 25 ACRES, AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 25 ACRES, A DISTANCE OF 47.60 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 813.66 FEET, A DISTANCE OF 85.89 FEET TO A POINT WHICH IS 721.75 FEET SOUTH OF THE NORTH LINE AND 742.70 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 163.39 FEET TO A POINT WHICH IS 782.06 FEET SOUTH OF THE NORTH LINE AND 590.96 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 257.94 FEET TO A POINT OF INTERSECTION WITH A STRAIGHT LINE WHICH EXTENDS SOUTHEASTERLY OF A POINT WHICH IS 912.10 FEET SOUTH OF THE NORTH LINE AND 463.83 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 TO A POINT WHICH IS 979.57 FEET SOUTH OF THE NORTH LINE AND 358.17 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 (SAID POINT OF INTERSECTION BEING 950.79 FEET SOUTH OF THE NORTH LINE AND 403.29 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5); THENCE SOUTHEASTWARDLY ALONG SAID

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STRAIGHT LINE, A DISTANCE OF 53.53 FEET TO SAID POINT WHICH IS 979.57 FEET SOUTH OF THE NORTH LINE AND 358.17 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 68.50 FEET TO A POINT WHICH IS 1,025.28 FEET SOUTH OF THE NORTH LINE AND 307.24 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, THE SOUTHEASTERLY TERMINUS OF WHICH IS A POINT WHICH IS 1,070.39 FEET SOUTH OF THE NORTH LINE AND 258.16 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 24.06 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 45.81 FEET TO A POINT WHICH IS 1041.44 FEET SOUTH OF THE NORTH LINE AND 243.73 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1,136.28 FEET, A DISTANCE OF 194.82 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 704.00 FEET, AND EXTENDING NORTHWARDLY OF A POINT WHICH IS 1,375.13 FEET SOUTH OF THE NORTH LINE AND 92.97 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 TO A POINT WHICH IS 1,120.15 FEET SOUTH OF THE NORTH LINE AND 119.75 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, (SAID POINT OF INTERSECTION BEING 1,192.77 FEET SOUTH OF THE NORTH LINE AND 121.69 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5); THENCE NORTHWARDLY ALONG SAID LAST DESCRIBED ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 704.00 FEET, A DISTANCE OF 72.68 FEET TO SAID POINT WHICH IS 1,120.15 FEET SOUTH OF THE NORTH LINE AND 119.75 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE NORTHWARDLY ALONG A STRAIGHT LINE, HAVING AS ITS NORTHERLY TERMINUS A POINT WHICH IS 778.60 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,738.29 FEET WEST OF THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 36.83 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY LINE OF THE PROPERTY LINE OF THE CHICAGO RIVER AND IN DIANA RAILROAD COMPANY AS DEFINED IN DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 2, 1963 AS DOCUMENT NO. 18929946, A DISTANCE OF 68.03 FEET TO A POINT ON SAID PROPERTY LINE WHICH IS 1,026.53 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,799.66 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE A STRAIGHT LINE, A DISTANCE OF 52.83 FEET TO A POINT ON SAID PROPERTY LINE WHICH IS 996.93 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE A STRAIGHT LINE, A DISTANCE OF 128.22 FEET TO THE POINT ON SAID NORTHEASTERLY PROPERTY LINE WHICH IS 916.50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 2,942.98 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1,433.00 FEET, A DISTANCE OF 481.88 FEET TO THE POINT ON SAID NORTHEASTERLY PROPERTY

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LINE WHICH IS 667.41 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 3,352 .16 FEET WEST OF THE EAST LINE OF SAID SECTION 5, AND THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 118.91 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM, THE MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF SAID MINERAL ESTATE), IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION: Being Parcel No. 20-05-102-033-0000, 20-05-102-038-0000 and 20-05-102-048-0000, of the City of Chicago, County of Cook.

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