

Illinois Anti-Predatory
Lending Database
Program

Doc#. 2215806152 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/07/2022 12:34 PM Pg: 1 of 33

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 19-18-301-022-0000**

Address:

Street: 5959 South Harlem Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60638

Lender: 9,039,000.00

Borrower: Millburn Hayes LLC

Loan / Mortgage Amount: \$9,030,000.00

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

Certificate number: 0D4D76DD-BD6E-4464-9988-09DA0A8C0555

Execution date: 6/3/2022

UNOFFICIAL COPY**THIS INSTRUMENT IS
PREPARED BY AND WHEN
RECORDED RETURN TO:**

Norene Napper, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Permanent Tax Identification Number(s): 19-18-301-015-0000, 19-18-301-016-0000, 19-18-301-020-0000, 19-18-301-022-0000, 19-18-301-023-0000

Street Address: 5959 S. Harlem Avenue, Chicago, Illinois 60638

TO BE RECORDED IN THE
MORTGAGE RECORDS OF
COOK COUNTY, ILLINOIS

Loan No. 0001944502

MILBURN HAYES LLC, as mortgagor
(Borrower)

to

SABAL CAPITAL II, LLC, as mortgagee
(Lender)

MORTGAGE AND SECURITY AGREEMENT

Dated: As of June 3, 2022

Location: 5959 S. Harlem Avenue

City: Chicago

County: Cook

State: Illinois

This Mortgage and Security Agreement also constitutes a Fixture Financing Statement.
63579-124/Hayes Mechanical Portfolio

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "**Security Instrument**") is made as of this 3rd day of June, 2022, by **MILBURN HAYES LLC**, a Delaware limited liability company, having its principal place of business at c/o Kaufman & Jacobs, LLC, 30 West Monroe Street, Suite 1700, Chicago, Illinois 60603, Attention: B. Jeremy Kaufman, Jay Patel and Patrick Clifford (together with its permitted successors and assigns, "**Borrower**"), as mortgagor, for the benefit of **SABAL CAPITAL II, LLC**, a Delaware limited liability company, having an address at 465 North Halstead Street, Suite 105, Pasadena, California 91107 (together with its successors and assigns, "**Lender**"), as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

RECITALS:

This Security Instrument is given to Lender to secure a certain loan in the original principal amount of \$9,030,000.00 (the "**Loan**") advanced pursuant to a certain loan agreement between Borrower and Lender (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which such Loan is evidenced by, among other things, a certain Promissory Note executed in connection with the Loan Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the "**Note**"). The stated maturity date of the Note (exclusive of any acceleration thereof as provided in the Loan Documents) is June 6, 2032 (as the same may be extended pursuant to the Note);

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "**Debt**") and the performance of all of the obligations due under the Note, the Loan Agreement and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"); and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

ARTICLE 1 GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Lender and its successors and assigns in and to the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "**Property**");

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(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other

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party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower

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therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "**Accounts**");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(o) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (n) above.

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender, to the fullest extent permitted by law, all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents, subject to Article 9 of the Loan Agreement, and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the UCC upon such of the Property that is or may become fixtures and the proceeds thereof. For purposes of such financing statement, Borrower is the "debtor" and Lender is the "secured party", and their respective mailing addresses are those set out in this Security Instrument. Borrower's organizational identification number is 6634250. Borrower covenants and agrees that the filing of this Security Instrument in the real estate records of the city or county wherein such fixtures are situated shall also operate from the date of such filing as a fixture filing in accordance with Section 9-501 and 9-502(c) of the Uniform Commercial Code. Borrower hereby authorizes, within the meaning of section 9-509 of the Uniform Commercial Code, Lender to file such financing statements in such jurisdictions as it

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deems necessary or desirable to perfect the security interest granted hereunder. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code. The record owner of the Property is MILBURN HAYES LLC, a Delaware limited liability company.

Section 1.4 **FIXTURE FILING**. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 **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 Lender shall be well and truly indefeasibly paid the Debt at the time and in the manner provided in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void, and the lien and security interest hereof shall be released as of record at Borrower's request and at Borrower's sole cost and expense and at no cost to Lender.

ARTICLE 2 DEBT AND OBLIGATIONS SECURED

Section 2.1 **DEBT**. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2 **OTHER OBLIGATIONS**. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "**Other Obligations**"): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Loan Agreement and any other Loan Document; (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document; (d) all sums advanced pursuant to the Loan Documents to protect and preserve the Property and the lien and the security interest created hereby (such advances to be secured to the same extent as if such future advances were made on the date hereof and although there may be no indebtedness outstanding at the time any advance is made); (e) all sums advanced and costs and expenses incurred by Lender pursuant to the Loan Documents in connection with the Debt or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender (such advances to be secured to the same extent as if such future advances were made on the date hereof and although

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there may be no indebtedness outstanding at the time any advance is made); and (f) ANY AND ALL OTHER INDEBTEDNESS NOW OWING OR WHICH MAY HEREAFTER BE OWING BY BORROWER TO LENDER, HOWEVER AND WHENEVER INCURRED OR EVIDENCED, WHETHER EXPRESS OR IMPLIED, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, OR DUE OR TO BECOME DUE, AND ALL RENEWALS, MODIFICATIONS, AMENDMENTS, RESTATEMENTS, CONSOLIDATIONS, SUBSTITUTIONS, REPLACEMENTS AND EXTENSIONS THEREOF.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "**Obligations**." The principal amount of the indebtedness secured hereby shall not exceed double the original principal amount of the Note.

Section 2.4 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 2.5 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 Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 2.6 CROSS-COLLATERALIZATION AND CROSS-DEFAULT PROVISIONS.

(a) **Cross-Collateralization.** The Note is secured by each of the properties described on Exhibit B attached hereto and made a part hereof for all purposes.

(b) **Cross-Default.** An Event of Default under any of the Security Instruments listed on Exhibit B shall constitute an Event of Default under the terms and provisions of this Security Instrument and under each other Security Instrument listed on Exhibit B, and an Event of Default under this Security Instrument shall constitute an Event of Default under the other Security Instruments listed on Exhibit B.

Notwithstanding anything to the contrary contained herein, this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under: (A) the Environmental Indemnity (or any obligations that are the substantial equivalent thereof); or (B) any Guaranty.

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ARTICLE 3 PROPERTY COVENANTS

Borrower covenants and agrees that:

Section 3.1 INSURANCE. Borrower shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.2 TAXES AND OTHER CHARGES. Borrower shall pay all real estate and personal property taxes, assessments, water rates or sewer rents (collectively "**Taxes**"), ground rents, maintenance charges, impositions (other than Taxes), and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property (collectively, "**Other Charges**"), now or hereafter levied or assessed or imposed against the Property or any part thereof in accordance with, and subject to the terms and conditions of, the Loan Agreement.

Section 3.3 LEASES. Borrower shall not (and shall not permit any other applicable Person to) enter into any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.

Section 3.4 WARRANTY OF TITLE. Borrower has good, indefeasible, marketable and insurable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), with regard to any Uniform Commercial Code financing statement, to the extent a security interest in such personalty can be perfected by the filing of a Uniform Commercial Code financing statement, all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all Persons whomsoever.

ARTICLE 4 FURTHER ASSURANCES

Section 4.1 COMPLIANCE WITH LOAN AGREEMENT. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to

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be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Lender in, the Property.

Section 4.2 AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY. Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by Legal Requirements, as applicable to all or part of the Personal Property and as necessary or required in connection herewith. For purposes of such filings, Borrower agrees to furnish any information reasonably requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower's authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents (provided that such power of attorney shall be effective only during the continuance of an Event of Default and only to the extent allowed by Legal Requirements). To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

ARTICLE 5 DUE ON SALE/ENCUMBRANCE

Section 5.1 NO SALE/ENCUMBRANCE. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a direct or indirect legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

ARTICLE 6 PREPAYMENT; RELEASE OF PROPERTY

Section 6.1 PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

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Section 6.2 RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

ARTICLE 7 DEFAULT

Section 7.1 EVENT OF DEFAULT. The term "**Event of Default**" as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement, including any applicable notice, grace and cure periods expressly set forth therein (if any).

ARTICLE 8 RIGHTS AND REMEDIES UPON DEFAULT

Section 8.1 REMEDIES. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take any action permitted under any Loan Document, without notice or demand (except as such notice is expressly required (if at all) in the applicable Loan Document), as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by Legal Requirements, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to the power of sale (to the extent permitted by Legal Requirements) or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by Legal Requirements;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

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(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt;

(h) subject to Legal Requirements, the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender promptly following written demand (provided that Borrower, at its sole cost and expense, shall be entitled to retain copies of any such books, records and accounts), and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property as Lender may deem proper; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all out-of-pocket expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees; provided that, so long as such Event of Default is no longer continuing and no other Event of Default shall have occurred and then be continuing, the license granted to Borrower under Section 1.2 hereof shall automatically be reinstated without any further action of the parties;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document and/or the Accounts to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Debt; (iv) amortization of the unpaid principal balance of the Debt; (v) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and

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the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(j) to the extent permitted by Legal Requirements and the applicable insurance policies, surrender the insurance policies maintained pursuant to the Loan Agreement (other than, to the extent permitted by the Loan Agreement, blanket policies of insurance maintained by Borrower, in respect of which Lender may cause coverage to be modified to exclude the Property and provided that Lender shall have the right to collect any unearned insurance premiums with respect to the Property under such blanket policies), collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;

(k) apply the undisbursed balance of any deposit made by Borrower with Lender in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Lender may have under Legal Requirements.

In the event of a sale, by foreclosure, power of sale (to the extent permitted by Legal Requirements) or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 10.1(f) of the Loan Agreement shall occur with respect to Borrower or any principals of Borrower, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

Subject to Legal Requirements and upon the occurrence and during the continuance of an Event of Default under the Note, this Security Instrument or any of the other Loan Documents, Lender shall have the right, at its option, to enter and take over and assume the management, operation and maintenance of the Property and to perform all necessary and proper acts and to expend such sums out of the income of the Property as may be necessary in connection therewith, in the same manner and to the same extent as Borrower might do, including the right to effect new leases, cancel or surrender some or all of the Leases, alter, modify or amend the provisions thereof, or make concessions to the tenants thereunder, and Borrower hereby releases and waives all claims against Lender arising out of such management, operation and maintenance.

In addition to the above, subject to Legal Requirements and upon the occurrence and during the continuance of an Event of Default under the Note, this Security Instrument or any of the other Loan Documents, Borrower expressly consents to the appointment of a receiver for the Property, without notice, either by Lender or a court of competent jurisdiction, to take all acts in connection with the Property permitted by law or in equity and to deduct from any and all rents received from

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the Leases the customary or statutory amount in the county wherein the Property is located to compensate such receiver for its actions.

Section 8.2 APPLICATION OF PROCEEDS. Upon the occurrence and during the continuance of any Event of Default, the purchase money, proceeds and avails of any disposition of the Property (or any part thereof) and any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents may, in each case, be applied by Lender to the payment of the Debt in such order, priority and proportions as Lender in its sole discretion shall determine.

Section 8.3 RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the out-of-pocket cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any default rate specified in the Loan Agreement, if any (the "**Default Rate**"), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 8.4 ACTIONS AND PROCEEDINGS. Upon the occurrence and during the continuance of an Event of Default, Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 8.6 OTHER RIGHTS, ETC.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be

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relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8 RIGHT OF ENTRY. Upon reasonable notice to Borrower, and subject to the terms and conditions of the Loan Agreement and the rights of tenants under Leases, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.9 BANKRUPTCY.

(a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim,

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complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10 SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

ARTICLE 9 ENVIRONMENTAL HAZARDS

Section 9.1 ENVIRONMENTAL COVENANTS. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and, subject to any applicable notice, grace and cure periods (if any) set forth in the Environmental Indemnity, Borrower shall comply with the aforesaid covenants regarding environmental matters.

ARTICLE 10 WAIVERS

Section 10.1 MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force (including, without limitation, under 735 ILCS 5/15-1601(b) or any other Legal Requirements) regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the

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date of this Security Instrument and on behalf of all Persons to the extent permitted by Legal Requirements.

Section 10.2 WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the Loan Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 10.3 INTENTIONALLY OMITTED.

Section 10.4 SOLE DISCRETION OF LENDER. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole (but reasonable) discretion of Lender and shall be final and conclusive.

Section 10.5 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND LENDER.

Section 10.6 WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

ARTICLE 11 EXCULPATION

Section 11.1 EXCULPATION. The provisions of Article 13 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force and effect as if fully set forth herein.

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ARTICLE 12 NOTICES

Section 12.1 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

ARTICLE 13 APPLICABLE LAW

Section 13.1 GOVERNING LAW.

(a) THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS SECURITY INSTRUMENT AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT AND THE NOTE, AND THIS SECURITY INSTRUMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS SECURITY

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INSTRUMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT

BRUCE A. ROSEN CPA
7 COBBLESTONE COURT
CENTERPORT, NEW YORK 11721
ATTENTION: BRUCE ROSEN

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 13.2 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any Legal Requirements and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Legal Requirements. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 14 DEFINITIONS

Section 14.1 GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each

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Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any of Lender's successors, transferees and assigns and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument, the Loan Agreement and the other Loan Documents", the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 15.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought and then shall be effective only in the specific instance, and for the purpose, for which given.

Section 15.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 15.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents 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, are superseded by the terms of this Security Instrument and the other Loan Documents.

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Section 15.7 LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 15.8 CONFLICT OF TERMS. If there is a conflict between the terms of this Security Instrument and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

ARTICLE 16 STATE-SPECIFIC PROVISIONS

Section 16.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 16 and the terms, conditions and other provisions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 FORECLOSURE. Lender may, by following the procedures and satisfying the requirements prescribed by law, foreclose on only a portion of the Property and, in such event, said foreclosure shall not affect the lien of the Security Instrument on the remaining portion of the Property not foreclosed. Lender shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq. (the "Illinois Act"), including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Illinois Act which is specifically referred to herein may be repealed, Lender 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. In the event any provision in this Security Instrument shall be inconsistent with any provision of the Illinois Act, the provisions of the Illinois Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provisions of this Security Instrument that can be construed in a manner consistent with the Illinois Act.

Section 16.3 ILLINOIS LAW PROVISIONS.

(a) Advances. **THE AGGREGATE AMOUNT OF THE INDEBTEDNESS SECURED HEREBY TOGETHER WITH ALL SUCH ADDITIONAL SUMS ADVANCED SHALL NOT EXCEED TWO HUNDRED PERCENT (200%) OF THE AMOUNT OF THE ORIGINAL INDEBTEDNESS SECURED HEREBY.**

(b) Insurance and the Illinois Collateral Protection Act. **BORROWER IS HEREBY NOTIFIED PURSUANT TO THE ILLINOIS COMPILED STATUTES, 815 ILCS 180/1 ET. SEQ., AS FOLLOWS:**

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UNLESS YOU (BORROWER) PROVIDE US (LENDER) WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE MAY 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 YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

(c) Other Matters. Borrower acknowledges that the Property does not constitute agricultural real estate or residential real estate as defined in 735 ILCS 5/15-1201 and 5/15-1219, respectively. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption of the State of Illinois.

(d) Business Loan; Loan Not For Residential or Agricultural Purposes. Borrower stipulates, represents, warrants, affirms and agrees that the Loan secured hereby constitutes a "business loan" within the meaning of 815 ILCS 205/4(1), as amended. Borrower, on behalf of itself and all persons now or hereafter interested in the Property, voluntarily and knowingly hereby acknowledges that the transaction of which this Security Instrument is a part is a transaction which does not include either agricultural real estate (as defined in the Illinois Act) or residential real estate (as defined in the Illinois Act).

(e) Maximum Indebtedness. The present amount of the Loan secured hereby is \$9,030,000.00; the maximum amount, including present and future obligations, which may be secured hereby at any one time is \$18,060,000.00, plus interest, plus any disbursements and taxes and insurance on the Property, plus interest thereon at the rate set forth in the Note, and any other sums advanced in accordance with the terms hereof to protect the security of this Security Instrument.

(f) Powers of Receiver. The receiver shall have the power to market, sell and convey the Property, as provided for in Sections 15-1701 and 15-1703 of the Illinois Act.

(g) Mortgagee-in-Possession. Nothing shall be construed as constituting Lender a mortgagee-in-possession in the absence of actual taking of possession of the Property by Lender, as contemplated by Sections 15-1701, 15-1702 and 15-1703 of the Illinois Act.

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Section 16.4 FIXTURE FILING. This Security Instrument also constitutes a "fixture filing" pursuant to Section 9-502 of the Uniform Commercial Code and shall be filed in the real estate records of the applicable county's real estate records office.

- (a) Name of Debtor: Milburn Hayes LLC.
- (b) Debtors' Mailing Address: c/o Kaufman & Jacobs, LLC, 30 West Monroe Street, Suite 1700, Chicago, Illinois 60603, Attention: B. Jeremy Kaufman, Jay Patel and Patrick Clifford.
- (c) Debtor's Organizational ID: 6634250.
- (d) Address of the Property: 5959 S. Harlem Avenue, Chicago, Illinois 60638.
- (e) Name of Secured Party: Sabal Capital II, LLC.
- (f) Address of Secured Party: 465 North Halstead Street, Suite 105, Pasadena, California 91107.
- (g) This financing statement covers the Property and/or the collateral described in this Security Instrument, and any proceeds or products of such Property and/or the collateral described in this Security Instrument.
- (h) Some of the above goods are or are to become fixtures on the Land described herein. Borrower is the record owner of the Land described herein upon which the foregoing fixtures and other items and types of property are located set forth on Exhibit A attached hereto and made a part hereof.

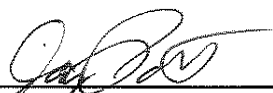
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IN WITNESS WHEREOF, this Security Instrument has been executed by the undersigned as of the day and year first above written.

BORROWER:

MILBURN HAYES LLC,
a Delaware limited liability company

By: 
Name: Jay Patel
Title: Authorized Signatory

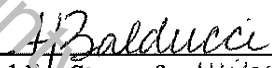
STATE OF Illinois §
COUNTY OF Cook §

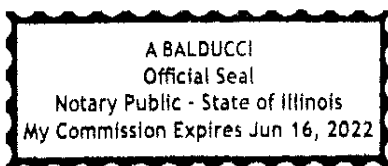
This instrument was ACKNOWLEDGED before me on MAY 20, 2022 by Jay Patel, as Authorized Signatory of **MILBURN HAYES LLC**, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

My Commission Expires:

June 16, 2022


Notary Public, State of Illinois
A Balducci
Printed Name of Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 5959 S. Harlem Avenue, Chicago, Illinois 60638

Permanent Tax Identification Number(s): 19-18-301-015-0000, 19-18-301-016-0000, 19-18-301-020-0000, 19-18-301-022-0000, 19-18-301-023-0000

PARCEL 1:

THE WEST 100 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 20 FEET THEREOF, AND EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET (EXCEPT THE NORTH 20 FEET THEREOF, ALSO EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT LINE RAILROAD, 675.64 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 337.82 FEET; RUNNING THENCE SOUTH 318.70 FEET TO THE CENTER LINE OF WEST 60TH STREET AS SHOWN ON THE PLAT OF FREDERICK H. BARTLETTS CHICAGO HIGHLANDS; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID WEST 60TH STREET, 337.66 FEET; RUNNING THENCE NORTH 321.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF BLOCK 3 WHICH LIES BETWEEN BLOCKS 4 AND 15 AND THAT PART OF SAID BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE

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NORTHWEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 4, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF BLOCK 16 WHICH LIES WEST OF THE EAST LINE OF BLOCK 15 EXTENDED NORTH, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18 AFORESAID (EXCEPT THE WEST 50 FEET AND THE SOUTH 33 FEET OF SAID PREMISES TO BE USED FOR STREET PURPOSES AND EXCEPT THE EAST 125.0 FEET THEREOF AND EXCEPT THAT PART OF BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS BLOCK 3 (EXCEPT THE WEST 17 FEET TAKEN FOR HARLEM AVENUE AND THE EAST 125.0 FEET THEREOF, MEASURED ON THE NORTH LINE OF BLOCK 3 AND EXCEPT THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCELS ARE ALSO KNOWN AS: THAT PART OF BLOCKS 3, 4, 15 AND 16 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE

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THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 15 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF WEST 60TH, STREET AS SHOWN ON HARLEM SIXTY THIRD RESUBDIVISION 725.53 FEET TO THE EAST LINE OF SOUTH HARLEM AVENUE AS WIDENED; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID EAST LINE 293.69 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE 725.92 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 15 EXTENDED NORTH; THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE 287.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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EXHIBIT B

DESCRIPTION OF SECURITY INSTRUMENTS AND PROPERTIES

Address of Individual Property	Description of Security Instrument
5959 S. Harlem Avenue, Chicago, Cook County, Illinois 60638	Mortgage and Security Agreement
11825 Olive Street, La Vista, Sarpy County, Nebraska 68138	Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixing Filing
318 N. 25 th Street, Saginaw, Saginaw County, Michigan 48601	Mortgage
1201 Pontiac Court, Export, Westmoreland County, Pennsylvania 15632	Open-End Mortgage and Security Agreement
201 Tower Plaza, Belleville, St. Clair County, Illinois 62220	Mortgage and Security Agreement

[LEGAL DESCRIPTION OF PROPERTIES ON FOLLOWING PAGES]

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5959 S. Harlem Avenue, Chicago, Cook County, Illinois 60638

PARCEL 1:

THE WEST 100 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 20 FEET THEREOF, AND EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET (EXCEPT THE NORTH 20 FEET THEREOF, ALSO EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT LINE RAILROAD, 675.64 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 337.82 FEET; RUNNING THENCE SOUTH 318.70 FEET TO THE CENTER LINE OF WEST 60TH STREET AS SHOWN ON THE PLAT OF FREDERICK H. BARTLETTS CHICAGO HIGHLANDS; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID WEST 60TH STREET, 337.66 FEET; RUNNING THENCE NORTH 321.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF BLOCK 3 WHICH LIES BETWEEN BLOCKS 4 AND 15 AND THAT PART OF SAID BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 4, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THAT PART OF BLOCK 16 WHICH LIES WEST OF THE EAST LINE OF BLOCK 15 EXTENDED NORTH, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18 AFORESAID (EXCEPT THE WEST 50 FEET AND THE SOUTH 33 FEET OF SAID PREMISES TO BE USED FOR STREET PURPOSES AND EXCEPT THE EAST 125.0 FEET THEREOF AND EXCEPT THAT PART OF BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS BLOCK 3 (EXCEPT THE WEST 1' FEET TAKEN FOR HARLEM AVENUE AND THE EAST 125.0 FEET THEREOF, MEASURED ON THE NORTH LINE OF BLOCK 3 AND EXCEPT THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCELS ARE ALSO KNOWN AS: THAT PART OF BLOCKS 3, 4, 15 AND 16 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 15 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF WEST 60TH, STREET AS SHOWN ON HARLEM SIXTY THIRD RESUBDIVISION 725.53 FEET TO THE EAST LINE OF SOUTH HARLEM AVENUE AS WIDENED; THENCE NORTH 00 DEGREES 07 MINUTES 14

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SECONDS EAST ALONG SAID EAST LINE 293.69 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE 725.92 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 15 EXTENDED NORTH; THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE 287.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

11825 Olive Street, La Vista, Sarpy County, Nebraska 68138

LOT 1, HARRISON HILLS REPLAT 5, AN ADDITION TO THE CITY OF LAVISTA, SARPY COUNTY, NEBRASKA FILED JULY 21, 2016 AS INSTRUMENT NO. 2016-17602, OFFICIAL RECORDS, SARPY COUNTY, NEBRASKA.

318 N. 25th Street, Saginaw, Saginaw County, Michigan 48601

Land in the Township of Buena Vista, Saginaw County, MI, described as follows:

Parcel 1

Lot 15, Except the North 240 feet thereof, Patrick Brown's Subdivision, of the West 1/2 of the Northeast 1/4 of Section 20, Township 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, according to the plat thereof recorded in Liber 38, Page 241 of Plats, Saginaw County Records.

Parcel 2

The North 130 feet of the North 260 feet of Lot 14, of Patrick Brown's Subdivision of the West 1/2 of the Northeast 1/4 of Section 20, Township 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, according to the Plat thereof, as recorded in Liber 38, Page(s) 241 of Plats, Saginaw County Records. (1035)

Parcel 3

The North 240 feet of Lot 15, except the West 150 feet thereof, of Patrick Brown's Subdivision of the West 1/2 of the Northeast 1/4 of Section 20, Township 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, according to the Plat thereof, as recorded in Liber 38, Page(s) 241 of Plats, Saginaw County Records.

And

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A triangular piece of land in the Northwest corner of the Northeast 5 acres of the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 12 North, Range 5 East, more particularly described as Beginning at the Northwest corner of said 5 acres tract; thence East along the South line of Wadsworth Avenue 80 feet; thence Southwesterly 185 feet, more or less, to the West line of said 5 acres tract; thence North along the West line of said 5 acres tract 170 feet to the Place of Beginning.

1201 Pontiac Court, Export, Westmoreland County, Pennsylvania 15632

ALL THAT CERTAIN lot or parcel of land situate in the Township of Penn, County of Westmoreland and Commonwealth of Pennsylvania, being known and designated as Lot No. 3 in the Bushy Run Corporate Park Plan of Lots as recorded in the Recorder of Deeds Office of Westmoreland County, Pennsylvania as Instrument No. 200207260048299.

201 Tower Plaza, Belleville, St. Clair County, Illinois 62220

LOT 14 IN BELLE VALLEY INDUSTRIAL PARK PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN PLAT BOOK 97 PAGES 42 & 43.

EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CITY OF BELLEVILLE UNDER DEED RECORDED DECEMBER 18, 2008 AS DOCUMENT NO. A02137094, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID LOT 14; THENCE ON AN ASSUMED BEARING OF SOUTH 24 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 70.53 FEET TO THE BEGINNING OF THE TRACT HEREIN EXCEPTED; THENCE NORTH 52 DEGREES 00 MINUTES 30 SECONDS EAST 185.98 FEET; THENCE NORTHEASTERLY 249.26 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 26 DEGREES 02 MINUTES 29 SECONDS EAST, 240.82 FEET TO THE EAST LINE OF SAID LOT 14; THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS WEST, ALONG SAID EAST LINE, 334.19 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 14; THENCE SOUTHWESTERLY 91.80 FEET, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 14, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 52 DEGREES 40 MINUTES 17 SECONDS WEST, 79.44 FEET TO THE SOUTHERLY LINE OF SAID LOT 14; THENCE NORTH 74 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 195.60 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION.

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ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN COAL, OIL, GAS, AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS.

EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED TO THE METRO EAST TRANSIT DISTRICT OF ST. CLAIR COUNTY (D/B/A ST. CLAIR COUNTY TRANSIT DISTRICT) BY (QUIT CLAIM DEED), RECORDED JUNE 21, 2016 AS DOCUMENT A02498851, DESCRIBED AS FOLLOWS:

PART OF LOT 14 OF THE BELLE VALLEY INDUSTRIAL PARK PHASE II, REFERENCE BEING HAD TO THE PLAT THEREOF IN PLAT BOOK 97 ON PAGES 42 AND 43 AND BEING PART OF LOT 1 OF THE PARTITION PLAT OF EDWARD J GAY'S LANDS AND BEING PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, ON THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 34.19 FEET, THENCE 33.00 FEET NORTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY OF GREEN MOUNT LANE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) SOUTH 74 DEGREES 37 MINUTES 32 SECONDS EAST, 8.94 FEET, 2.) SOUTH 74 DEGREES 33 MINUTES 59 SECONDS EAST, 95.18 FEET TO THE NORTHWESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER A02367960; THENCE SOUTH 52 DEGREES 10 MINUTES 15 SECONDS WEST, ON SAID NORTHWESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER A02367960, A DISTANCE OF 41.18 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 14, THENCE NORTH 74 DEGREES 33 MINUTES 59 SECONDS WEST, ON SAID SOUTHWESTERLY LINE OF LOT 14, A DISTANCE OF 70.53 FEET TO THE POINT OF BEGINNING.