

# UNOFFICIAL COPY

Doc#: 2220904352 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/28/2022 07:05 AM Pg: 1 of 32

This instrument prepared by  
and upon recording return to:

James L. Webb  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, AL 35203  
205-521-8808

STATE OF ILLINOIS )

COOK COUNEY )

## MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE security agreement and assignment of rents and leases (this "mortgage") is made and entered into as of the 25th day of July, 2022, by **HMC PT POPLAR CREEK CROSSING, LLC**, a Delaware limited liability company and **HMC PT PRAIRIE STONE CROSSING, LLC**, a Delaware limited liability company (together, the "Mortgagor"), whose address is c/o Harbert Management Corporation, 2100 Third Ave. North, Suite 600, Birmingham, AL 35203, Attention: Senior Managing Director, in favor of **FIRST HORIZON BANK**, a Tennessee banking corporation (the "Mortgagee"), whose address is 2340 Woodcrest Place, Birmingham, Alabama 35209, Attention: Joe Medori.

### Recitals

A. The Mortgagor is, or hereafter shall be, justly indebted to the Mortgagee in the principal sum of \$3,423,216.03, as evidenced by a certain Promissory Note of even date herewith, which note bears interest as provided therein (as the same may be modified, amended, supplemented, renewed and/or restated from time to time, being hereafter referred to as the "Note").

B. To secure the Note, and to induce the Mortgagee to extend credit to the Mortgagor on the strength of the security provided by this Mortgage and convey the property described herein to the Mortgagee as hereinafter set forth, the Mortgagor has agreed to execute and deliver this Mortgage to the Mortgagee.

### Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the following (hereinafter collectively referred to as the "Debt"):

(1) the payment of the debt evidenced by the Note, and interest thereon and any and every extension, renewal, restatement, reissuance and modification thereof, or of any

# UNOFFICIAL COPY

part thereof, and all interest on all such extensions, renewals, restatements, reissuances and modifications;

(2) all other indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee of every kind and description whatsoever (including under any Hedge Agreement as defined in the hereafter defined Loan Agreement), arising directly between the Mortgagor and the Mortgagee or acquired outright, as a participation or as collateral security from another by the Mortgagee, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, member of a partnership, syndicate, joint venture, association or other group, or otherwise, and any and all extensions, renewals and modifications of any of the same; and

(3) the compliance with all of the stipulations, covenants, agreements, representations, warranties and conditions contained in this Mortgage;

the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, all right, title and interest of the Mortgagor, now or hereafter acquired, in and to the property and interests in property described in the following Granting Clauses A through H, both inclusive, and does grant to the Mortgagee a security interest in said property and interests in property:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated thereon (the "Improvements").
- B. all (i) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Real Estate or the Improvements; (ii) strips or gores between the Real Estate and abutting or adjacent properties; (iii) options to purchase the Real Estate or the Improvements or any portion thereof or interest herein, and any greater estate in the Real Estate or Improvements; (iv) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Real Estate; (v) development rights and credits and air rights and (vi) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases,

# UNOFFICIAL COPY

agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents;" provided, however, so long as no Event of Default exists, the Mortgagor shall have the right under a license granted hereby to collect, receive, retain, use and enjoy the Rents (but not prior to accrual thereof) and to exercise all rights of being a landlord under the Leases; and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods that are or are to become fixtures related to the Real Estate, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures,

# UNOFFICIAL COPY

air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.

- E. All (i) plans and specifications for the Improvements, (ii) the Mortgagor's rights, but not liability for any breach by the Mortgagor, under all commitments (including any commitments for financing to pay any of the Debt), interest rate protection agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements or Personal Property (hereafter defined) or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Mortgagor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Mortgagor or in which the Mortgagor can otherwise grant a security interest.
- F. All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (ii) letter-of-credit rights (whether or not the

# UNOFFICIAL COPY

letter of credit is evidenced by writing) the Mortgagor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Mortgagor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (iv) other interests of every kind and character which the Mortgagor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.

- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee, or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor or by anyone on behalf of, or with the written consent of, the Mortgagor.
- H. All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to in Granting Clauses A through G hereinabove.

(All of the property and interests in property described in the foregoing Granting Clauses A through H, both inclusive, are herein sometimes collectively called the "Property". The personal property described in Granting Clauses D, E and F and all other personal property covered by this Mortgage are herein sometimes collectively called the "Personal Property".)

SUBJECT, HOWEVER, to the easements, rights-of-way and other exceptions described on Exhibit B hereto (the "Permitted Exceptions").

To have and to hold the Property unto the Mortgagee, its successors and assigns forever.

1. Future Advance Mortgage. This mortgage is a future advance mortgage and the \$3,423,216.03 debt evidenced by the Note is to be advanced by the Mortgagee to the Mortgagor in accordance with the terms of an Amended and Restated Loan Agreement of even date herewith, entered into by and between the Mortgagor, the Mortgagee, and HMC PT Poplar Creek, LLC, a Delaware limited liability company (as may be amended or restated from time to time, the "Loan Agreement"). Unless otherwise defined herein, capitalized terms shall have the meaning assigned to them in the Loan Agreement.

2. Warranties of Title. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and is the lawful owner of, and has good title to, the Personal Property, Improvements and other Property and has a good right to sell and convey the Property as aforesaid; that the Property is free of all encumbrances, unless otherwise provided hereinbefore; and that the Mortgagor will warrant and forever defend the title to the Property unto the Mortgagee against the lawful claims of all persons, subject to the Permitted Exceptions.

# UNOFFICIAL COPY

3. Representations, Warranties and Covenants of Grantor. In the Loan Agreement, the Mortgagor has made numerous representations, warranties and covenants regarding the Property and itself, including, without limitation, covenants regarding the collection and disposition of casualty and condemnation proceeds, and the leasing of space within the Real Estate, and the Mortgagor hereby affirms said representations, warranties and covenants contained in the Loan Agreement.

4. Maintenance of Lien Priority. The Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, except as otherwise permitted under the terms of this Mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens, security interests and assignments hereby created shall be paid by the Mortgagor. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all items of the Personal Property or fixtures described herein that are or are to become fixtures related to the Real Property, and this Mortgage shall be effective as such from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Mortgagee shall have the right, without the consent or joinder of Mortgagor, to file with any governmental authority such financing statements, financing statement amendments, and continuation statements as may, in the sole but reasonable discretion of Mortgagee, be reasonably necessary or advisable to maintain, perfect or otherwise evidence the lien of Mortgagee in and to any of the Property. Mortgagor, as debtor, hereby expressly authorizes Mortgagee, as secured party, to file any such financing statement without the signature of Mortgagor to the extent permitted by applicable law.

5. Covenant Against Waste. The Mortgagor agrees to take good care of the Real Estate and all Improvements and Personal Property and not to commit or permit any waste thereon, and at all times to maintain such Improvements and Personal Property in as good condition as they now are, reasonable wear and tear excepted.

6. Events of Default. The occurrence of any "Event of Default" (as such term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default under this Mortgage.

7. Rights and Remedies of Mortgagee upon Default.

(a) Acceleration of Debt. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee may at its option and without demand or notice to the Mortgagor, declare all or any part of the Debt immediately due and payable, whereupon all such Debt shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor, and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note, any of the other Security Documents and applicable law. The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any judicial authority prior to the

# UNOFFICIAL COPY

exercise by the Mortgagee of any of its rights under this Mortgage, the Note, any of the other Security Documents and applicable law.

(b) Access to Property; Operation of Property by Mortgagee. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon, and without taking possession thereof, inspect or cause to be inspected, the Property, including testing for hazardous substances, and/or to take possession of any or all of the Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of an Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time,

# UNOFFICIAL COPY

and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Debt secured hereby shall have been paid in full.

(e) Personal Property and Fixtures. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Illinois Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Illinois Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Mortgagee; at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor in accordance with the provisions of paragraph 21 below, at least five days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Debt in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:



# UNOFFICIAL COPY

(i) The Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate automatically, without the necessity of taking any action, the license granted to the Mortgagor in Granting Clause C(iii) hereof to collect the Rents, and, without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Mortgagee may choose (or hold the same in a reserve as security for the Debt);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorney's fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt), and

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this Mortgage.

(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Application of Proceeds. All payments received by the Mortgagee as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with

# UNOFFICIAL COPY

respect to this Mortgage, shall be applied by the Mortgagee in accordance with the terms of the Loan Agreement.

(h) Multiple Sales. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Debt due. Any such sale may be made subject to the unmatured part of the Debt secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Debt secured by this Mortgage, but as to such unmatured part of the Debt this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Debt without exhausting any power of foreclosure and the power to sell the Property for any other part of the Debt, whether matured at the time or subsequently maturing.

(i) Waiver of Appraisal Laws. The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Debt or any creation or extension of a period of redemption from any sale made in collecting the Debt (commonly known as stay laws and redemption laws).

(j) Prerequisites of Sales. In case of any sale of the Property as authorized by this paragraph 7, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

8. Collection Costs. The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing, or attempting to collect or secure, the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any Lien on the Property, unless this Mortgage is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage.

9. No Obligations with Respect to Leases. The Mortgagee shall not by virtue of this Mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Mortgagee under a separate agreement in writing), and this Mortgage shall not be deemed to confer on the Mortgagee any duties or obligations that would make the Mortgagee directly or derivatively liable for any person's negligent, reckless or willful conduct. The Mortgagor agrees to defend, indemnify and save harmless the Mortgagee from and against any and all claims, causes of action and judgments relating to the Mortgagor's

# UNOFFICIAL COPY

performance of its duties, responsibilities and obligations under Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property.

10. Construction of Mortgage. This mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.

11. Cancellation. If all of the Debt is paid in full in accordance with the Note and the Loan Agreement and all of the covenants, warranties, conditions, undertakings and agreements made by Mortgagor in this Deed of Trust and the Note and the Loan Agreement are fully kept and performed, then this Deed of Trust shall be cancelled and surrendered.

12. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

13. Waiver and Election. The exercise by the Mortgagee of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this Mortgage, either on any matured portion of the Debt or for the whole of the Debt, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Mortgagee in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this Mortgage and in the other Security Documents are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this Mortgage or any of the other Security Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Mortgagee, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, the Mortgagor in any case shall entitle the Mortgagee to any other or further notice or demand in similar or other circumstances.

14. Landlord-Tenant Relationship. Any sale of the Property under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Mortgagor.

15. Enforceability. If any provision of this Mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Mortgagee to effectuate the provisions hereof.

# UNOFFICIAL COPY

16. Application of Payments. If the lien, assignment or security interest created by this Mortgage is invalid or unenforceable as to any part of the Debt or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Debt, and all payments made on the Debt, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on, and applied to, the full payment of that portion of the Debt which is not secured or not fully secured by said lien, assignment or security interest created hereby.

17. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships, limited liability companies or other entities.

18. Advances by the Mortgagee. If the Mortgagor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of Liens, the keeping of the Property in repair, the performance of the Mortgagor's obligations under any Lease, the payment of any prior mortgages, or the performance of any other term or covenant herein contained, the Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter the Property for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the rate provided for in the Note, or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall be a part of the Debt and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Mortgagee of any Event of Default resulting from the Mortgagor's failure to pay the amounts paid.

19. Release or Extension by the Mortgagee. The Mortgagee, without notice to the Mortgagor and without in any way affecting the rights of the Mortgagee hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Debt and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Debt or to waive the prompt and full performance of any term, condition or covenant of the Note, any of the Security Documents, this Mortgage or any other instrument evidencing or securing the Debt.

20. Partial Payments. Acceptance by the Mortgagee of any payment of less than the full amount due on the Debt shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Debt has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

21. Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be delivered in accordance with the terms of Section 11.1 of the Loan Agreement.

# UNOFFICIAL COPY

22. Titles. All section, paragraph, subparagraph or other titles contained in this Mortgage are for reference purposes only, and this Mortgage shall be construed without reference to said titles.

23. Loan Agreement. This Mortgage is made pursuant to, and subject to, the Loan Agreement. To the extent that any of the terms, provisions or requirements of this Mortgage are in any manner inconsistent with, or contrary to, the terms, provisions and requirements of the Loan Agreement, then the terms, provisions and requirements of the Loan Agreement shall govern and control.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY


IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by its duly authorized representative as of the date first written above.

**HMC PT POPLAR CREEK CROSSING, LLC**, a Delaware limited liability company

By: HMC PT Poplar Creek, LLC, a Delaware limited liability company, its Member

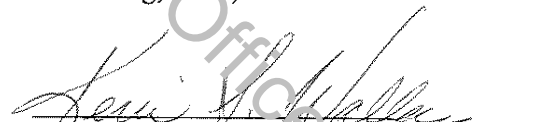
By: PTNB Retail Manager, LLC, a Delaware limited liability company, its Manager

By: PTCR Holdco, LLC, a Delaware limited liability company, its Member

By:   
Name: Peter Borak  
Title: CEO

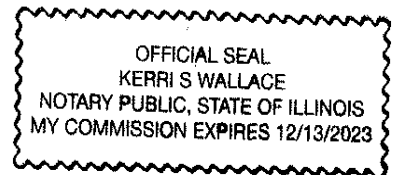
STATE OF ILLINOIS )  
COOK COUNTY )

This instrument was acknowledged before me on July 20, 2022, by Peter Borak (name/s of person/s) as CEO (type of authority, e.g., officer, etc.) of PTCR Holdco, LLC, a Delaware limited liability company, a Member of PTNB Retail Manager, LLC, a Delaware limited liability company, the Manager of HMC PT Poplar Creek, LLC, a Delaware limited liability company, the Member of HMC PT Poplar Creek Crossing, LLC, a Delaware limited liability company.

  
(Signature of Notary Public)

(Seal)

[Signatures continue on following page.]



# UNOFFICIAL COPY

HMC PT PRAIRIE STONE CROSSING, LLC, a Delaware limited liability company

By: HMC PT Poplar Creek, LLC, a Delaware limited liability company, its Member

By: PTNB Retail Manager, LLC, a Delaware limited liability company, its Manager

By: PTCR Holdco, LLC, a Delaware limited liability company, its Member

By: *[Signature]*  
Name: *Peter Borzak*  
Title: *CEO*

Property of Cook County Clerk's Office

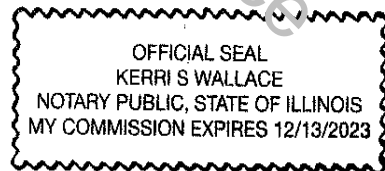
STATE OF *Illinois* )

*Cook* COUNTY )

This instrument was acknowledged before me on *July 20*, 2022, by *Peter Borzak* (name/s of person/s) as *CEO* (type of authority, e.g., officer, etc.) of PTCR Holdco, LLC, a Delaware limited liability company, a Member of PTNB Retail Manager, LLC, a Delaware limited liability company, the Manager of HMC Poplar Creek, LLC, a Delaware limited liability company, the Member of HMC PT Prairie Stone Crossing, LLC, a Delaware limited liability company.

*[Signature]*  
(Signature of Notary Public)

(Seal)



# UNOFFICIAL COPY

EXHIBIT A  
TO  
MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

[Legal Description]

PARCEL 1:

LOT 1 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT FROM TARGET CORPORATION, A CORPORATION OF MINNESOTA, IN THE OPERATING AND EASEMENT AGREEMENT DATED FEBRUARY 23, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505645134 OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 1 IN THE POPLAR CREEK CROSSING SUBDIVISION RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 4 AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING) DATED AS OF AUGUST 14, 2007, RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123 FOR INGRESS AND EGRESS UPON, ACROSS AND BETWEEN THE ACCESS POINTS AS DEPICTED ON EXHIBIT D ATTACHED THERETO, AND OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 6A OF THE RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK RECORDED APRIL 20, 2001 AS DOCUMENT 0010323867;

AS AMENDED BY

THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT 0807918008,

THAT CERTAIN SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT 0814210160,



# UNOFFICIAL COPY

THAT CERTAIN THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103054,

THAT CERTAIN FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103055,

THAT CERTAIN FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129074,

AND AS SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129075,

AND FURTHER SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT 1226318075.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN DECLARATION OF COVENANTS AND EASEMENTS DATED AS OF OCTOBER 1, 2004 AND RECORDED OCTOBER 5, 2004 AS DOCUMENT 0427919072 TO USE THE DRIVEWAYS AS MAY EXIST FROM TIME TO TIME FOR THE SOLE PURPOSE OF PROVIDING PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS OVER PORTIONS OF THE FOLLOWING LAND: LOT 4 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050.

Addresses: 2600 W Sutton Rd, Hoffman Estates, IL 60192-3725

PIN Numbers: 01-33-301-005-0000

AND

TRACT 2:

PARCEL 1: LOT 6A1 IN STONE EAGLE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION IN PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2012 AS DOCUMENT 1210229025, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS AND PARKING OF VEHICULAR TRAFFIC FOR THE BENEFIT OF PARCEL 1 OVER THOSE PORTIONS OF LOT 6A2 IN STONE EAGLE RESUBDIVISION AFORESAID FALLING OUTSIDE THE PARKING EXCLUSION AREAS DENOTED ON THE PLAT OF SAID RESUBDIVISION, AS GRANTED PURSUANT TO NOTATION ON THE PLAT THEREOF AND THE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AGREEMENT DATED APRIL 16, 2012 AND RECORDED APRIL 18, 2012 AS DOCUMENT 1210950053, IN COOK COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING) DATED AS OF AUGUST 14, 2007, RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123 FOR INGRESS AND EGRESS UPON, ACROSS AND BETWEEN THE ACCESS POINTS AS DEPICTED ON EXHIBIT D ATTACHED THERETO, AND OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS LOT 6A OF THE RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK RECORDED APRIL 20, 2001 AS DOCUMENT 0010323867;

AS AMENDED BY

THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT 0807918008,

THAT CERTAIN SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT 0814210160,

THAT CERTAIN THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103054,

THAT CERTAIN FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103055,

THAT CERTAIN FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129074, AND AS SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129075,

AND FURTHER SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT

# UNOFFICIAL COPY

REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT 1226318075.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT B  
TO  
MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

[Permitted Exceptions]

The Following affects Tract 1:

1. General real estate taxes for the year(s) 2021 (Final Installment), 2022 and subsequent years.

The first installment of the 2021 taxes in the amount of \$859,009.96 is Paid.

The final installment of the 2021 taxes and the 2022 taxes are not yet ascertainable or payable.

Permanent Index Number: 51-33-301-005-0000 Vol. 1

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

2. Mortgage dated October 31, 2019 and recorded November 7, 2019 as Document No. 1931141054, made by HMC PT Poplar Creek Crossing, LLC to IberiaBank, to secure an indebtedness in the amount of \$19,180,000.00, and the terms and conditions thereof.
3. Mortgage dated October 31, 2019 and recorded November 7, 2019 as Document No. 1931141058, made by HMC PT Poplar Creek Crossing, LLC et al, to IberiaBank, to secure an indebtedness in the amount of \$2,000,000.00, and the terms and conditions thereof.

Affects: The land and other property.

4. Cross-Collateralization, Cross-Default and Mortgage Modification Agreement by and among HMC PT Poplar Creek Crossing, LLC, a Delaware limited liability company, HMC PT Prairie Stone Crossing, LLC, a Delaware limited liability company, and IBERIABANK, a Louisiana state chartered bank, dated as of October 31, 2019, and recorded November 7, 2019 as document 1931141060.

Affects: The land and other property.

5. A financing statement recorded November 7, 2019 as Document No. 1931141055 of Official Records.

Debtor: HMC PT Poplar Creek Crossing, LLC  
Secured party: IberiaBank

6. A financing statement recorded Recorded November 7, 2019 as Document No. 1931141059 of Official Records.

Debtor: HMC PT Poplar Creek Crossing, LLC et al  
Secured party: IberiaBank

# UNOFFICIAL COPY

Affects: The land and other property.

7. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and Here's Wings Real Estate LLC, Lessee, dated June 6, 2006 as disclosed by a Memorandum of Lease recorded August 28, 2006 as document 0624043184, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 20 years, with an option to extend for 4 additional periods of 5 years each.

Assigned to Blazin Wings, Inc. by assignment recorded July 23, 2019 as document 1920434108.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141068.

8. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and PetsMart, Inc., Lessee, dated November 29, 2005 as disclosed by a Memorandum of Lease recorded December 29, 2005 as document 0556316147, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 10 years, with an option to extend for 2 renewal periods of 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141069.

9. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306172.

10. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and Claim Jumper Restaurants, LLC, Lessee, dated December 2, 2005 as disclosed by a Memorandum of Lease recorded February 8, 2006 as document 0603918095, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 20 years, with an option to extend for 4 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141066

11. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and Subway Real Estate Corp., Lessee, dated March 15, 2007 as disclosed by a Memorandum of Lease recorded September 21, 2007 as document 0726410015, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 5 years, with an option to extend for 3 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141065.

12. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, LLC, Lessor, and Red Robin International, Inc., Lessee, dated April 16, 2008 as disclosed by a Memorandum of Lease

# UNOFFICIAL COPY

recorded May 8, 2008 as document 0812933000, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 10 years, with an option to extend for 3 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141064.

(For further particulars, see document)

13. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306169.

14. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and Cost Plus, Inc., Lessee, dated August 31, 2010 as disclosed by a Memorandum of Lease recorded November 29, 2010 as document 1033331050, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 5 years, with an option to extend for 2 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141063.

15. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306173.

16. Terms, provisions and conditions contained in Lease by and between W2001 VHE Realty, L.L.C., Lessor, and Ross Dress For Less, Inc., Lessee, dated March 5, 2012 as disclosed by a Memorandum of Lease recorded March 28, 2012 as document 1208845029, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 10 years, with an option to extend for 4 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141062.

17. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 27, 2019 as document 1936122023.

18. Terms, provisions and conditions contained in Lease by and between W2001 VEH Realty, L.L.C., Lessor, and Panda Express, Inc., Lessee, dated December 14, 2006 as disclosed by a Memorandum of Lease recorded August 6, 2014 as document 1421808150, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease is for a term of 10 years, with an option to extend for 3 renewal terms of five 5 years each.

Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141061.

# UNOFFICIAL COPY

19. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306171.
  
20. Terms, provisions and conditions contained in Lease by and between Poplar Creek Crossing, LLC, Lessor, and Ulta Salon, Cosmetics & Fragrance, Inc., Lessee, dated April 15, 2016 as disclosed by a Memorandum of Lease recorded August 4, 2016 as document 1621716022, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.  
  
 Note: Said Lease is for a term of 10 years, with an option to extend for 2 renewal terms of five 5 years each.  
  
 Assignment of Memorandum of Lease recorded November 7, 2019 as document 1931141067.
  
21. Terms, provisions and conditions contained in Lease by and between HMC PT Poplar Crossing, LLC, Lessor, and HomeGoods, Inc., Lessee, dated April 1, 2022 as disclosed by a Memorandum of Lease recorded April 28, 2022 as document 2211804238, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.  
  
 Note: Said Lease initial term is for 10 years.  
  
 Note: Said Lease has option to extend the term for four (4) extension periods of five (5) years each.
  
22. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded April 28, 2022 as document 2211818098.
  
23. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306166.
  
24. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306175.
  
25. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306176.
  
26. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306167.
  
27. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306168.
  
28. Unrecorded Lease in favor of Joe Medori and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as disclosed by Subordination, Nondisturbance and Attornment Agreement recorded December 09, 2019 as Document No. 1934306175 and all rights thereunder of and all acts done or suffered thereunder by said lessee.
  
29. Unrecorded Lease in favor of Old Navy, LLC, as disclosed by Subordination, Nondisturbance and Attornment Agreement recorded December 09, 2019 as Document No. 1934306176 and all rights thereunder of and all acts done or suffered thereunder by said lessee.

# UNOFFICIAL COPY

30. Unrecorded Lease in favor of Sally Beauty Supply LLC, as disclosed by Subordination, Nondisturbance and Attornment Agreement recorded December 09, 2019 as Document No. 1934306167 and all rights thereunder of and all acts done or suffered thereunder by said lessee.
31. Unrecorded Lease in favor of T.J. Maxx of IL, LLC, as disclosed by Subordination, Nondisturbance and Attornment Agreement recorded December 09, 2019 as Document No. 1934306168 and all rights thereunder of and all acts done or suffered thereunder by said lessee.
32. Grant dated February 8, 1951 and recorded March 1, 1951 as document 15021107 made by Christ Arens, Edwin Arens, Edna Arens Krause and Melvin Krause, her husband, George Arens, Clare Arens Harford and Ralph Harford, her husband, to Texas Illinois Natural Gas Pipeline Company as amended by Amendment to Right of Way Agreement made by Natural Gas Pipeline of America and W2001 VHE Realty LLC, dated August 23, 2007 and recorded September 6, 2007 as document 0724909027, and the terms and provisions contained therein.

(For further particulars, see document)

33. Terms and conditions contained in Annexation Agreement dated September 27, 2004 and recorded September 29, 2004 as document 0427339109 made by and between Hinsbrook Bank and Trust Company, as Trustee under Trust Number 01-056, Hinsbrook Bank and Trust as Trustee under Trust Number 01-057, Rubina Realty Corporation, Yamos Enterprises, L.L.C. and Village of Hoffman Estates.
34. Terms and provisions of Declaration Regarding Sales Tax Reporting made by and between Hinsbrook Bank and Trust Company as Trustee under Trust Agreement dated September 30, 2004 and known as Trust No. 04-037 and W2001 VHE Realty L.L.C., dated as of October 1, 2004 and recorded October 5, 2004 as document 0427919071.
35. Covenants and restrictions and easements relating to various matters including but not limited to easements for driveways, pedestrian access, detention ponds, sight lines, utility connections and permitted uses contained in the Declaration of Covenants and Easements dated as of October 1, 2004 and recorded October 5, 2004 as document 0427919072 made by and between W2001 VHE Realty, L.L.C., a Delaware limited liability company and Hinsbrook Bank and Trust Company, as Trustee under Trust Agreement dated September 30, 2004 and known as Trust Number 04-037, which does not contain a reversionary or forfeiture clause.

(Affects Parcels 1 and 4)

36. Covenants and restrictions and easements including passage and parking of vehicles over and across the parking and driveway areas and for passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas, for passage and accommodation of pedestrians and vehicles upon, over and across the permanent access drive, and a sign easement for the construction, reconstruction, replacement, operation, maintenance and repair of sign structures, contained in Operation and Easement Agreement dated February 23, 2005 and recorded February 25, 2005 as document 0505645134 between Target Corporation and W2001 VHE Realty L.L.C., which does not contain a reversionary or forfeiture clause.

Supplemental Agreement recorded July 29, 2010 as document 1021049031 as to Lot 3 in Resubdivision No. 1.

Supplemental Agreement recorded August 10, 2010 as document 1022255020 as to Lot 2 in



# UNOFFICIAL COPY

Resubdivision No. 1.

(Affects Parcels 1 and 2)

37. Covenants, terms, and conditions contained in Memorandum of Route 59 Intersection and Traffic Signal Agreement between the owners of the land West and East of the intersection in Route 59, East of the Shopping Center, recorded February 16, 2006 as document 0604732105.

Amendment to Memorandum of Route 59 Intersection and Traffic Signal Agreement recorded May 20, 2009 as document 0914022063.

38. (1) Building lines, easements, easement provisions and IDOT note as shown on the Plat of Poplar Creek Crossing Subdivision recorded June 28, 2007 as document 0717922001, as follows:

a. Twenty (20) foot building setback line;

b. Five (5) foot, ten (10) foot, fifteen (15) foot, twenty (20) foot, thirty-three (33) foot, thirty-five (35) foot and varying distances public utility easements;

c. Stormwater detention easement;

d. Ten (10) foot street light easement;

e. Specific easements with additional provisions granted to Village of Hoffman Estates and to utility service providers and their successors that hold a license or franchise;

f. Specific easements with additional provisions granted to Commonwealth Edison, Ameritech Illinois a.k.a. S.B.C., and Northern Illinois Gas Company;

g. Storm water management facilities easement agreement with terms and provisions made by owner to Village of Hoffman Estates;

h. IDOT approval with respect to roadway access. Plans required for permits for access driveways;

i. Twenty-seven (27) foot, twenty-eight (28) foot, thirty-three (33) foot, thirty-five (35) foot, thirty-six (36) foot, thirty-nine (39) foot and varying distances ingress and egress and public utility easements;

(2) And as shown on the Plat of Poplar Creek Crossing Resubdivision #1 recorded May 12, 2010 as document 1013244050, as follows:

j. Twenty (20) foot building setback line amending and partially abrogating line at a. above;

k. Twenty (20) foot public utility easement;

l. Twenty (20) foot ingress and egress and public utility easement;

m. Declaration regarding existing easements and utility lines and the terms and provisions thereof;

n. specific easements with additional provisions granted to Village of Hoffman Estates and to utility service providers and their successors that hold a license or franchise;

# UNOFFICIAL COPY

o. specific easements with additional provisions granted to Commonwealth Edison (ComEd), AT&T Illinois a.k.a. S.B.C., and Northern Illinois Gas Company.

39. Terms, provisions and conditions contained in Reciprocal Easement Agreement (Poplar Creek Crossing Subdivision and Prairie Stone Crossing), recorded October 23, 2007 as document 0729615115 and re-recorded October 29, 2007 as document 0730215123.

First Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of February 13, 2008 and recorded March 19, 2008 as document 0807918008.

Second Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of April 11, 2008 and recorded May 21, 2008 as document 0814210160.

Third Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of June 12, 2008 and recorded August 8, 2008 as document 0822103054.

Fourth Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of July 11, 2008 and recorded August 8, 2008 as document 0822103055.

Fifth Amendment to Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of September 12, 2008 and recorded December 16, 2008 as document 0835129074.

Consent to Reciprocal Easement Agreement and Use Restrictions by PetsMart, Inc. dated as of September 24, 2008 and recorded December 16, 2008 as document 0835129071.

Consent to Reciprocal Easement Agreement and Use Restrictions by Target Corporation dated as of April 21, 2008 and recorded December 16, 2008 as document 0835129072.

Consent to Reciprocal Easement Agreement and Mutual Use Restriction by OfficeMax North America, Inc. dated as of April 21, 2008 and recorded December 16, 2008 as document 0835129073.

Acknowledgement Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and UG Prairie Stone, LP, dated as of November 14, 2008 and recorded December 16, 2008 as document 0835129075.

Acknowledgement Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C., and Prairie Stone Crossing, L.L.C., dated as of August 24, 2012 and recorded September 19, 2012 as document 1226318075, as to tenants interest only.

(For further particulars, see document)

40. Terms and conditions in Memorandum of Route 59 Signalized Intersection Escrow Agreement entered into between W2001 VHE Realty L.L.C. and Chicago Title Land Trust Company, as Trustee of Trust No. 1079317 under Trust Agreement dated February 9, 1981 and Trust No. 1079831 under Trust Agreement dated May 4, 1981, dated April 28, 2009 and recorded May 1, 2009 as document 0912122121.

# UNOFFICIAL COPY

41. Rights of the owners of land bordering on the Pond in respect to the water of said Pond.

The Following affects Tract 2:

42. General real estate taxes for the year(s) 2021 (Final Installment), 2022 and subsequent years.

The first installment of the 2021 taxes in the amount of \$80,079.08 is Paid.

The final installment of the 2021 taxes and the 2022 taxes are not yet ascertainable or payable.

Permanent Index Number: 01-33-303-013-0000 Vol. 1

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

(Affects portion of Lot 6A1)

43. General real estate taxes for the year(s) 2021 (Final Installment), 2022 and subsequent years.

The first installment of the 2021 taxes in the amount of \$73,302.09 is Paid.

The final installment of the 2021 taxes and the 2022 taxes are not yet ascertainable or payable.

Permanent Index Number: 01-33-303-014-0000 Vol. 1

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

(Affects remaining of Lot 6A1)

44. Mortgage dated October 31, 2019 and recorded November 07, 2019 as Document No. 1931141056, made by HMC PT Prairie Stone Crossing, LLC, to Iberia Bank, to secure an indebtedness in the amount of \$1,820,000.00, and the terms and conditions thereof.

45. A financing statement recorded November 07, 2019 as Document No. 1931141057 of Official Records.

Debtor: HMC PT Prairie Stone Crossing, LLC

Secured party: Iberia Bank

46. Mortgage dated October 31, 2019 and recorded November 07, 2019 as Document No. 1931141058, made by HMC PT Prairie Stone Crossing, LLC, et al, to Iberia Bank, to secure an indebtedness in the amount of \$2,000,000.00, and the terms and conditions thereof.

Affects: The land and other property.

47. A financing statement recorded November 07, 2019 as Document No. 1931141059 of Official Records.

Debtor: HMC PT Prairie Stone Crossing, LLC, et al

Secured party: Iberia Bank

Affects: The land and other property.

# UNOFFICIAL COPY

48. A financing statement recorded February 18, 2020 as Document No. 2004928023 of Official Records.

Debtor: Saf Fitness, Inc.  
Secured party: Centrust Bank

49. Cross-Collateralization, Cross-Default and Mortgage Modification Agreement by and among HMC PT Poplar Creek Crossing, LLC, a Delaware limited liability company, HMC PT Prairie Stone Crossing, LLC, a Delaware limited liability company, and IBERIABANK, a Louisiana state chartered bank, in the amount of \$19,180,000.00 dated as of October 31, 2019, and recorded November 7, 2019 as document 1931141060.

Affects: The land and other property.

50. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306170.

51. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306174.

52. Terms and provisions of a Subordination, Non-Disturbance and Attornment Agreement recorded December 01, 2020 as document 2033406036.

53. Terms, provisions and conditions contained in Lease by and between HMC PT Prairie Stone Crossing, LLC, Lessor, and Burlington Coat Factory of Texas, Inc., Lessee, dated October 23, 2020 as disclosed by a Memorandum of Lease recorded December 01, 2020 as document 2033406035, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

Note: Said Lease term is for 10 years

Note: Said Lease term provides 4 successive options of 5 years each

54. Easement granted to Texas Illinois Natural Gas Pipeline Company, its successors and assigns, to install and maintain a pipeline recorded June 22, 1954 as document 15106722, as amended by instrument recorded March 17, 1981 as document 25808170, further amended by instrument recorded February 16, 2006 as document 0604708108, and the terms and provisions contained therein.

Second Amendment to Right of Way Agreement recorded March 27, 2008 as document 0808710000 relating to the agreed description of the right of way for the pipeline, made by and between Natural Gas Pipeline Company of America and U.G. Prairie Stone LP, and the terms and provisions contained therein.

(For further particulars, see document)

55. Easement granted to Badger Pipeline Co., its successors and assigns, to install and maintain a pipeline recorded June 23, 1954 as document 15941168, and the terms and provisions contained therein.

# UNOFFICIAL COPY

(For further particulars, see document)

56. Rights, easements, covenants, conditions and restrictions contained in the Sears Business Park Declaration of Protective Covenants recorded March 8, 1991 as document 91105432, as amended and supplemented by instruments recorded as documents 91383966, 91554407, 94944869 and 95408255 relating to, but not limited to, assessments, use, development, approval of improvements, building setback lines, parking, landscaping easements, external structures, underground utilities, maintenance, signs, directional and traffic control signs and easements reserved by the association and declarant.

Fourth Supplementary Declaration to Sears Business Park Declaration of Protective Covenants recorded February 14, 2007 as document 0704518041 and re-recorded November 5, 2008 as document 0831018027 and the terms and provisions contained therein.

Amended "Declaration Restricting Uses" and Notice of Approval Of Uses Pursuant To "Sears Business Park Declaration of Protective Covenants" dated December 28, 2007 and recorded January 2, 2008 as document 0800209153, and the terms and provisions contained therein.

Note: Estoppel Certificate effective as of October 7, 2011 and recorded October 14, 2011 as document 1128703039, relating to the Declaration indicates there are no valid assessment liens against the real estate as of October 14, 2011.

Assignment of Declarant's Interest in the Sears Business Park Declaration of Protective Covenants recorded on June 02, 2016, as document 1615457008.

Second Amendment to Sears Business Park Declaration of Protective Covenants recorded on March 30, 2017, as document 1708939175.

(For further particulars, see document)

57. Easement granted to West Shore Pipe Line Company, successor to Badger Pipe Line Company, its successors and assigns, to install and maintain a pipeline recorded June 24, 1998 as document 98540595, and the terms and provisions contained therein.

(For further particulars, see document)

58. Terms and provisions of an unrecorded Development Agreement made by and between Sears Roebuck and Co. and the Village of Hoffman Estates, a Memorandum of which was recorded April 16, 1991 as document 91173868.

First Amendment recorded April 5, 2001 as document 0010273248.

Second Amendment recorded April 5, 2001 as document 0010273247.

59. Covenants, conditions and restrictions contained in an unrecorded Development Agreement as disclosed by a Memorandum of which was recorded April 19, 1991 as document 91181055 relating to development of the Land.

60. Terms, provisions and conditions of Grant of Underground Telephone and Electric Utility Easements recorded May 2, 1997 as document 97310340 made by American National Bank and Trust Company of

# UNOFFICIAL COPY

Chicago, as Trustee under Trust Agreement dated June 6, 1989, and known as Trust Number 108506-00 to and for the benefit of Ameritech Illinois and Commonwealth Edison Company.

(For further particulars, see document)

61. Plat of Easement for sanitary and watermain purposes in favor of the Village of Hoffman Estates recorded July 24, 1998 as document 98647349 and the terms and provisions contained therein.

(See plat for exact location)

62. Terms, provisions and conditions of the Sign Easement Agreement recorded June 11, 1998 as document 98494655, and corrected by instrument recorded June 19, 1998 as document 98522422, made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 6, 1989 and known as Trust Number 108506-00 and the Prairie Stone Property Owners Association.

(For further particulars, see document)

63. Easements in favor of Commonwealth Edison Company, Ameritech Illinois a.k.a. Illinois Bell Telephone Company, Cable Companies, Northern Illinois Gas Company (Nicor) and the Village of Hoffman Estates, their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with right of access to said equipment, and the provisions relating thereto as contained in document 0812122039, as shown on and as shown on Stone Eagle Resubdivision recorded April 11, 2012 as document 1210229025.

(See plat for exact location)

64. Quit Claim Conveyance of Roadway Improvements dated January 3, 2005 and recorded July 14, 2005 as document 0519549001 made by Sears, Roebuck and Co., a New York corporation, to the Village of Hoffman Estates, and the terms and conditions thereof.

65. Easements, restrictions and the provisions therein contained, as shown on Stone Eagle Resubdivision recorded April 11, 2012 as document 1210229025.

a. Ten (10) foot Sanitary and Ten (10) foot Watermain Easements;

b. Ten (10) foot Water Main Easements, and

c. Ten (10) foot Storm Sewer Easements.

(see plat for exact location)

66. Parking, Access, Ingress and Egress Provisions as contained in the Certificate appended to the Plat of Stone Eagle Resubdivision recorded April 11, 2012 as document 1210229025.

(See plat for exact location)

67. Reciprocal Easement Agreement made by W2001 VHE Realty, L.L.C. and UG Prairie Stone, LP recorded October 23, 2007 as document 0729615115 and re-recorded October 29, 2007 as document 0730215123, and the terms and provisions contained therein.

# UNOFFICIAL COPY

First Amendment to Reciprocal Easement Agreement recorded March 19, 2008 as document 0807918008, and the terms and provisions contained therein.

Second Amendment to Reciprocal Easement Agreement recorded May 21, 2008 as document 0814210160, and the terms and provisions contained therein.

Third Amendment to Reciprocal Easement Agreement recorded August 8, 2008 as document 0822103054, and the terms and provisions contained therein.

Fourth Amendment to Reciprocal Easement Agreement recorded August 8, 2008 as document 0822103055 and the terms and provisions contained therein.

Consent to Reciprocal Easement Agreement and Use Restrictions (Poplar Creek Crossing Subdivision and Prairie Stone Crossing) recorded December 16, 2008 as document 0835129071, and the terms and provisions contained therein.

Consent to Reciprocal Easement Agreement and Use Restrictions (Poplar Creek Crossing Subdivision and Prairie Stone Crossing) recorded December 16, 2008 as document 0835129072, and the terms and provisions contained therein.

Consent to Reciprocal Easement Agreement and Mutual Use Restrictions (Poplar Creek Crossing Subdivision and Prairie Stone Crossing) recorded December 16, 2008 as document 0835129073, and the terms and provisions contained therein.

Fifth Amendment to Reciprocal Easement Agreement recorded December 16, 2008 as document 0835129074, and the terms and provisions contained therein.

Acknowledgment Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C. and UG Prairie Stone, LP dated as of November 14, 2008 (Poplar Creek Crossing Subdivision and Prairie Stone Crossing) recorded December 16, 2008 as document 0835129075.

Acknowledgment Regarding Reciprocal Easement Agreement by and between W2001 VHE Realty, L.L.C. and Prairie Stone Crossing, L.L.C. dated as of August 24, 2012 (Poplar Creek Crossing Subdivision and Prairie Stone Crossing) recorded September 19, 2012 as document 1226318075.

First Amendment to Consent to Reciprocal Easement Agreement and Use Restriction recorded November 12, 2020 as Document No. 2031720075.

(For further particulars, see document)

68. Plat of Easement and Vacation recorded March 11, 2008 as document 0807116025, granting four (4) foot and Ten (10) foot watermain and ten (10) sanitary sewer easements, and the terms and provisions contained therein.
69. Covenants, Conditions, Easements and Restrictions contained in the document recorded April 18, 2012 as document 1210950053 which does not contain a reversionary or forfeiture clause, and the terms, provisions, conditions and limitations contained therein.

# UNOFFICIAL COPY

70. Terms, Provisions and Conditions contained in Notice of Watershed Management Permit Requirements and Obligations of Perpetual Maintenance & Operation recorded on June 8, 2017, as Document No. 1715949123.
71. Unrecorded Lease in favor of Chipotle Mexican Grill, Inc., as disclosed by Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306174 and all rights thereunder of and all acts done or suffered thereunder by said lessee.
72. Unrecorded Lease in favor of PRJ Enterprises, Inc., as disclosed by Subordination, Non-Disturbance and Attornment Agreement recorded December 09, 2019 as document 1934306170 and all rights thereunder of and all acts done or suffered thereunder by said lessee.

The Following affects Tracts 1-2:

73. Rights of the adjoining owners in and to the concurrent use of said easement described in Schedule A.

Property of Cook County Clerk's Office