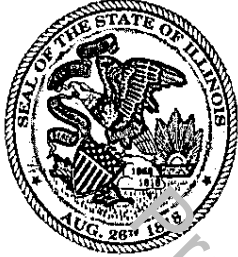


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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2312122001\*

Doc# 2312122001 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/01/2023 09:18 AM PG: 1 OF 30

The property identified as: **PIN:** 14-20-403-075-0000

**Address:**

**Street:** 1025 West Addison

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60613

**Lender:** Nationwide Life Insurance Company

**Borrower:** Addison & Clark Property Owner, LLC

**Loan / Mortgage Amount:** \$65,100,000.00

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:** ACACE1F7-3DBB-40D7-9062-C7BDE0AA82CA

**Execution date:** 4/27/2023

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THIS DOCUMENT PREPARED  
BY AND WHEN RECORDED MAIL TO:

Dinsmore and Shohb, LLP  
255 East Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attention: Marci Morgan Cox, Esq.

Version 20230210

## MORTGAGE AND SECURITY AGREEMENT

**BORROWER:**        **ADDISON & CLARK PROPERTY OWNER LLC,**  
a Delaware limited liability company

**LENDER:**        **NATIONWIDE LIFE INSURANCE COMPANY,**  
an Ohio corporation

Legal Description: See Exhibit A.

Addison and Clark  
29650759

Loan No. 00-1103540

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## MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT (as the same may from time to time hereafter be modified, supplemented or amended, the "Security Instrument") is made and executed as of April 27, 2023, by **ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company ("Borrower"), having its principal office at 1 North Franklin, Suite 700, Chicago, Illinois 60606, to and in favor of **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation, together with its successors and assigns ("Lender"), having its principal office at One Nationwide Plaza, Fifth Floor, Columbus, Ohio 43215, Attention: Real Estate Investments (1-05-701), or at such other place as Lender may from time to time designate.

### RECITALS

A. Borrower is justly indebted to Lender in the original principal sum of SIXTY-FIVE MILLION ONE HUNDRED THOUSAND and NO/100 U.S. DOLLARS (\$65,100,000.00) with interest thereon (the "Loan"), which Loan is made pursuant to that certain Loan Agreement dated of even date herewith between Borrower and Lender (as the same may be amended, extended, renewed, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced and represented by that certain Promissory Note of even date herewith (as the same may be amended, extended, renewed, restated, replaced, supplemented or otherwise modified from time to time, the "Note"), both principal and interest being payable as provided therein and in the Loan Agreement, with the first payment on the Note becoming due and payable on the date of disbursement, and all amounts remaining unpaid thereon being finally due and payable on May 5, 2028 (the "Maturity Date"). The term "Note" shall include all other notes given in substitution, modification, increase, renewal or extension of the original Note described herein, in whole or in part.

B. Lender, as a condition precedent to the extension of credit and the making of the Loan, has required that Borrower provide Lender with security for the repayment of the Loan as well as for the full and prompt performance, observance and discharge by Borrower of all of the terms, provisions, agreements, covenants, conditions and obligations herein contained and contained in any other agreements, documents or instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note.

### ARTICLE I

#### DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Fixtures" means all fixtures, materials, equipment, machinery, apparatus, and other property now or hereafter attached to, installed in, or used in connection with the Improvements, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, and all other furnishings, tools, equipment and machinery, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of, or substitutions for, any of the foregoing, all of which property and things are

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hereby declared to be permanent fixtures and part of the realty conveyed herein as security for the Indebtedness.

**“Improvements”** means the buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property, including, without limitation, any and all additions to, substitutions for, or replacements of such improvements.

**“Obligations”** means any and all of the covenants, conditions, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Lender as set forth in the Note, the Loan Agreement or any of the other Loan Documents.

**“Property”** means (a) the Real Property; (b) the Improvements; (c) all minerals, royalties, gas rights, water, water rights, and other emblements now or hereafter located on, under or above all or any part of the Real Property; (d) the Rents; (e) any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (iii) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements, Fixtures; or (iv) proceeds of insurance awards, to the extent of all amounts which may be secured by this Security Instrument at the date of any such award or payment including, but not limited to, reasonable attorneys’ fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment; (f) the Fixtures; (g) the Security Property; and (h) all agreements or contracts now or hereafter existing relating to any interest rate cap agreements, swaps or other interest hedging agreements.

**“Property Record Agreement”** means any reciprocal easement agreement, unilateral easement agreement, access agreement, right of way agreement or similar agreement affecting the Real Property or the Improvements, including any agreement of record that may (i) require construction, repairs, modifications, alterations or maintenance of the Improvements or any other portion of the Property or (ii) in any way limit the use and enjoyment of the Property, but excluding, in all cases, any Leases (as defined in the Loan Agreement).

**“Real Property”** means that certain real property described on Exhibit A attached hereto and by this reference made a part hereof, as the description of the same may be amended, modified or supplemented from time to time and any land lying between the boundaries of such tract or tracts and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed, and any tidelands or filled lands within the boundaries described on Exhibit A, as well as all rights-of-way, easements, or other right, title and interest in real property granted pursuant to any Property Record Agreements and other appurtenances thereto.

**“Rents”** means any and all leases, licenses, contracts, rents, security deposits, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, Termination Fees, of, accruing to, or derived from the Real Property and Improvements, and any business or enterprise presently situated or hereafter operated thereon, and all of Borrower’s interest under any and all lease guaranties, letters of credit, and any other credit support furnished to Borrower in connection with any of the foregoing and any and all amounts

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furnished to Borrower in connection with any sales of the Property, including, but not limited to earnest money deposits.

“Security Property” means (expressly excluding any Hazardous Substances) (a) all Goods (including, without limitation, Consumer Goods, Inventory, Equipment and Farm Products), Accounts, Chattel Paper (including, without limitation, Electronic Chattel Paper and Tangible Chattel Paper), Instruments, General Intangibles (including, without limitation, Payment Intangibles and Software), Letters of Credit, Letter-of-Credit Rights, Documents, As-Extracted Collateral, Money and Deposit Accounts of every kind, and all proceeds thereof, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Real Property, Improvements or Fixtures, including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation; (b) all proceeds thereof or therefrom regardless of form, all Rents, all monetary deposits which Borrower has been required to give to any public or private utility with respect to utility services furnished to the Real Property or Improvements, all proceeds (including premium refunds) of each policy of insurance relating to the Real Property or Improvements, all Awards, all amounts deposited in escrow for the payment of Impositions, assessments, charges, ground rentals and/or premiums for policies of insurance with respect to the Property, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Real Property or Improvements; (c) all right, title and interest of Borrower in and to all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Real Property and all products processed or obtained therefrom, and the proceeds thereof; and (d) all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Real Property or any part thereof.

“UCC” means the Uniform Commercial Code of the state in which the Property is located or, if the creation, perfection, and enforcement of any security interest herein granted is governed by the laws of a state other than the state in which the Property is located, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

Capitalized terms not otherwise defined in this Security Instrument shall have the meanings ascribed to such terms in the Loan Agreement or, if not defined in the Loan Agreement, the UCC.

(b) General Construction. Unless otherwise noted, all “Article” and “Section” references shall be to Articles or Sections of this Security Instrument. All uses of the word “including” shall mean “including, without limitation” unless the context shall indicate otherwise. Unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Security Instrument shall refer to this Security Instrument as a whole and not to any particular provision of this Security Instrument. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. All references to the Loan Documents shall mean all such documents as they are constituted as of the date hereof, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. All of the provisions of the Loan Documents (including, without limitation the limited and full recourse provisions of Article X of

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the Loan Agreement) are incorporated into this Security Instrument to the same extent and with the same force as if fully set forth in this Security Instrument. In the event of any inconsistency between this Security Instrument and the Loan Agreement, the terms hereof shall be controlling, as necessary, to create, preserve and/or maintain a valid security interest upon the Property; otherwise, the provisions of the Loan Agreement shall be controlling.

## ARTICLE II

### GRANT

2.1 Grant. To secure the full and timely payment of the Indebtedness and performance of the Obligations and for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower MORTGAGES, GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS, WARRANTS, CONFIRMS, PLEDGES AND ASSIGNS with power of sale the Property, together all and singular the rights, hereditaments, and appurtenances to Lender, and grants Lender a security interest in the Property. TO HAVE AND TO HOLD the Property and the rights hereby granted for its use and benefit unto Lender and its successors and assigns forever.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Borrower hereby represents, warrants and certifies:

#### 3.1 Warranty of Title.

(a) Borrower has good, marketable, and insurable indefeasible fee simple absolute title to the Real Property and Improvements located thereon, subject only to the Permitted Encumbrances.

(b) Borrower has full power and lawful authority to encumber and convey the Property as provided herein.

(c) This Security Instrument is and will continue to remain a valid and enforceable first mortgage lien on and security interest in the Real Property. Borrower hereby fully warrants the title to the Property and will defend the same and the validity and priority of the lien and encumbrance of this Security Instrument against the lawful claims of all persons whomsoever; and Borrower further warrants that the Property is free and clear of all liens and encumbrances of any kind, nature or description, save and except the Permitted Encumbrances.

## ARTICLE IV

### COVENANTS

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4.1 Payment and Performance of Obligations. Borrower shall timely pay the Indebtedness and perform the Obligations in full pursuant to the terms, covenants and conditions of the Loan Agreement. All of the provisions in the Loan Agreement and Loan Documents are incorporated herein by reference.

4.2 Prohibition Against Conveyances, Encumbrances and Borrowing. Except as expressly permitted under the Loan Agreement, neither Borrower nor any person shall convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant options with respect to, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) all or any portion of any legal or beneficial interest in: (a) all or any portion of the Property including, without limitation, the Leases; or (b) all or any ownership interest in Borrower.

4.3 Condemnation Awards and Insurance Proceeds.

(a) Borrower assigns to Lender all Awards and authorizes Lender to collect and receive all awards and compensation for any condemnation or other taking of the Property or any purchase in lieu thereof and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) Borrower assigns to Lender all proceeds of any insurance policies insuring against loss or damage to the Property. Borrower authorizes Lender to collect and receive such proceeds, to give proper receipts and acquittances therefor, and authorizes and directs the issuer of each such insurance policy to make payment for all such losses directly to Lender, instead of to Borrower and Lender jointly, subject to the terms of the Loan Agreement.

4.4 No Sale/Encumbrance. Borrower shall not make or permit any sale, conveyance, assignment, transfer, disposition, or divestiture of Borrower's title to the Property in any manner, whether voluntary or involuntary or other Disposition other than as expressly permitted pursuant to the terms of the Loan Agreement.

## ARTICLE V

### SECURITY AGREEMENT

5.1 Security Agreement. This Security Instrument constitutes both a real property mortgage and a security agreement pursuant to the UCC. Except as otherwise expressly provided in this Security Instrument, all terms in this Security Instrument relating to subsection (a) in the definition of Security Property and the grant of the foregoing security interest which are defined in the UCC but not in this Security Instrument shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the UCC, as those meanings may be amended, revised or replaced from time to time. The parties intend that the terms used herein which are defined in the UCC shall have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Security Instrument, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more

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narrowly, or less inclusively, than the UCC in effect on the date of this Security Instrument, such amendment or holding shall be disregarded in defining terms used in this Security Instrument.

5.2 Fixture Filing. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Clerk where the Real Property (including said Fixtures) is situated. This Security Instrument shall also be effective as a financing statement with respect to all Security Property included within the Real Property (including, without limitation, all Borrower's right, title and interest in all oil, gas, other minerals, and other substances of value which may be extracted from the earth and all accounts arising out of the sale at the wellhead or minehead thereof), and is to be filed for record in the real estate records of the county where the Real Property is situated. The mailing address of Borrower is 1 North Franklin, Suite 700, Chicago, Illinois 60606 and the address of Lender from which information concerning the security interest may be obtained is the address of Lender set forth in the preamble of this Security Instrument.

## ARTICLE VI

### ADDITIONAL ADVANCES

6.1 Future Advances; Secured Indebtedness. This Security Instrument shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lender. Upon the request of Borrower, and at Lender's option prior to release of this Security Instrument, Lender may make future advances to Borrower ("Future Advances"). All Future Advances with interest thereon shall be secured by this Security Instrument to the same extent as if such Future Advances were made on the date of the execution of this Security Instrument unless the parties shall agree otherwise in writing. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein or in the Loan Agreement, shall be added to the principal balance of the Note and collected as a part thereof. All such advances are intended by this Security Instrument and by Lender to be a lien on the Property from the time that this Security Agreement is recorded as provided in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 (the "Act"). To the extent that this Security Instrument may secure more than one note, a default in the payment of any such note shall constitute a default in the payment of all such notes.

## ARTICLE VII

### RIGHTS AND REMEDIES

7.1 Remedies. Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) Lender may, at its option and by or through a trustee, nominee, assignee or otherwise, to the fullest extent permitted by law, exercise any or all of Lender's rights and remedies pursuant to Article VIII of the Loan Agreement, including, but not limited to accelerating the Note, any other remedies available to it at law or in equity, and any remedies contained herein, including but not limited to:

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(a) Right of Entry. Lender may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Property, or any part thereof, and take exclusive possession of the Property and of all books, records and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of Borrower and to apply all Rents as provided in the Assignment and the right to exercise all rights of Borrower under any Property related contracts. All such costs, expenses and liabilities incurred by Lender in collecting such Rents and in managing, operating, maintaining, protecting, or preserving the Property, if not paid out of Rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a part of the Indebtedness. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. Furthermore, without taking possession of any Property, Lender may, but shall have no obligation to, enter upon the Property and take such actions, and incur and pay such costs, as Lender deems appropriate, in Lender's sole discretion, in order to (i) preserve or protect the Property, including paying or otherwise resolving any liens or security interests or any threatened or claimed liens or security interests against any of the Property, making repairs, winterizing the Property, securing the Property from access by third parties, securing the Property from elements, and initiating or completing any construction for such purposes; (ii) exercise Lender's rights pursuant to Article VIII of the Loan Agreement; and (iii) pay any expenses incurred by Borrower, or any expenses incurred by Lender pursuant to the Loan Documents, with respect to the Property, including construction costs, costs incurred pursuant to any Property related contracts, and any other costs related to the Property (including insurance, title insurance, taxes, assessments, inspections, or compliance with Laws). In connection with any action taken by Lender pursuant to this subsection, Lender shall not be liable for any loss sustained by Borrower resulting from any failure to let the Property, or any part thereof, or from any other act or omission of Lender in managing the Property unless such loss is caused by the gross negligence or willful misconduct of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any Lease or under or by reason hereof or the exercise of rights or remedies hereunder. **EXCEPT FOR THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LENDER, BORROWER SHALL AND DOES HEREBY AGREE TO INDEMNIFY LENDER FOR, AND TO HOLD LENDER HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE (INCLUDING ATTORNEYS FEES), WHICH MAY OR MIGHT BE INCURRED BY LENDER UNDER ANY SUCH LEASE OR UNDER OR BY REASON HEREOF OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER, AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY SUCH LEASE.** Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon from the date of expenditure until paid at the Default Rate, shall be secured hereby, and Borrower shall reimburse Lender therefor immediately upon demand. Nothing in this subsection shall impose any duty, obligation or responsibility upon Lender for the control, care, management,

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leasing or repair of the Property, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or by any other parties, or for any Hazardous Substances in, on or under the Property, or for any dangerous or defective condition of the Property or for any negligence in the management, leasing, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Borrower hereby ratifies and confirms any and all actions of Lender with respect to the Property taken under this subsection. Any receipt of consideration received by Lender pursuant to this subsection (other than Rents) shall be applied in the same manner as provided in Section 8.3 of the Loan Agreement.

The remedies in this subsection are in addition to other remedies available to Lender and the exercise of the remedies in this subsection shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to Lender. The remedies in this Article VII are available under and governed by the real property laws of the State and are not governed by the personal property laws of the State. Any receipt of consideration received by Lender pursuant to this subsection shall be immediately credited against the Indebtedness (in such order and manner as Lender may select), and the value of said consideration shall be treated like any other payment against the Indebtedness.

(b) Foreclosure-Power of Sale. Lender may institute an action to foreclose this Security Instrument under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions and subject to the provisions of Section 10.2 below. To the extent permitted under (and in accordance with) any Laws, the following provisions shall, as Lender may determine in its sole discretion, apply to any sales of the Property under this Article VII, whether by judicial proceeding, judgment, decree, power of sale, foreclosure or otherwise: (i) Lender may conduct a single sale of the Property or multiple sales of any part of the Property in separate tracts or in its entirety or any other manner as Lender deems in its best interests and Borrower waives any right to require otherwise; (ii) if Lender elects more than one sale of the Property, Lender may at its option cause the same to be conducted simultaneously or successively, on the same day or on such different days or times and in such order as Lender may deem to be in its best interests, no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not then sold, and Borrower shall pay any and all costs and expenses incurred by Lender in connection with each such sale; (iii) any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice; or such sale may occur, without further notice, at the time fixed by the last postponement or a new notice of sale may be given; and (iv) Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Indebtedness the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Loan Documents. After any such sale, Lender shall deliver to the purchaser at such sale a deed conveying the Property so sold, but without any covenant or warranty, express or implied from Lender. The recitals in any such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including Borrower or Lender, may purchase at such sale.

(c) Lender's Right to Appointment of Receiver. Lender, as a matter of right and without regard to the sufficiency of the security for repayment, performance and discharge of the

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Obligations, without notice to Borrower, without regard to the then value of the Property or the adequacy of Lender's security and without any showing of insolvency, fraud or mismanagement on the part of Borrower, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Property or any part thereof, and, at the election of Lender (in Lender's sole discretion) of the Rents, and Borrower hereby irrevocably consents to the appointment of a receiver or receivers and agrees not to oppose any application therefor by Lender in accordance with the Act. Any receiver appointed pursuant to the provisions of this subsection shall have the usual powers and duties of receivers in such matters.

(d) Lender as Purchaser. Lender may be the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale or upon any other foreclosure of the liens and security interests hereof, or otherwise, and Lender shall, upon any such purchase, acquire good title to the Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured part of the Loan. Lender, as purchaser, shall be treated in the same manner as any third-party purchaser and the proceeds of Lender's purchase shall be applied in accordance with Section 8.3 of the Loan Agreement.

(e) Rights Relating to Leases. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid or not fully performed, the fee and leasehold estates to the Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Borrower, Lender, any tenant, or any third-party purchaser or otherwise. Lender may from time to time elect that the lien of this Security Instrument be subordinate to any Lease by (i) unilaterally executing and recording an instrument of subordination, (ii) giving written notice to Borrower and the respective tenant of such subordination, or (iii) including the subordination in the posting for a foreclosure, and upon such election the lien of this Security Instrument shall be subordinate to the Lease identified in such instrument of subordination; provided, however, in each instance, (x) such subordination will not affect or be applicable to, and expressly excludes, any lien, charge, encumbrance, security interest, claim, easement, restriction, option, covenant, and other rights, titles, interests, or estates of any nature whatsoever with respect to all or any portion of the Property other than the Lease or Leases identified in such instrument of subordination; (y) Lender can make the subordination conditional so that the subordination is conditioned on the happening of any event or events, or automatically terminates upon specified events or after the passage of a stated amount of time; and (z) upon foreclosure, without limiting any other provisions contained in the Loan Documents, the purchaser at foreclosure shall have no liability or responsibility for any obligations of the landlord that occurred or that accrued under the Lease prior to foreclosure or for any acts of prior landlords, and the tenant of such subordinated Lease shall attorn to the purchaser at foreclosure as the new landlord of the Lease with all rights of the landlord under such Lease but with only the obligations of the landlord that accrue after the foreclosure. The rights of the Lender and any purchaser at foreclosure contained in this subsection are covenants running with the land and shall be binding on all future interests in the Property, including all Leases hereafter executed, until this Security Instrument is released in full. Nothing contained in this Security Instrument, nor the exercise of any right, power, or authority herein granted to Lender shall be, or shall be construed to be, an affirmation by it of any tenancy, Lease, or option, nor an assumption (except to the extent expressly agreed in writing by Lender) of liability under any tenancy, Lease, or option, nor the subordination

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(except a subordination as provided in this subsection or as otherwise expressly agreed in writing by Lender) of the lien or any other rights or interests granted for the benefit of Lender under this Security Instrument.

(f) Other Rights of Lender. Should any part of the Property come into the possession of Lender, whether before or after an Event of Default, Lender may (for itself or by or through other Persons) hold, lease, manage, use or operate the Property for such time and upon such terms as Lender may deem prudent under the circumstances (making such repairs, alterations, additions and improvements thereto and taking such other action as Lender may from time to time deem necessary or desirable) for the purpose of preserving the Property or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Lender in respect of the Property. Borrower covenants to promptly reimburse and pay to Lender on demand, at the place where the Note is payable, the amount of all expenses (including the cost of any insurance, Impositions or other charges) incurred by Lender in connection with Lender's custody, preservation, use or operation of the Property, together with interest thereon from the date incurred by Lender at the Default Rate; and all such expenses, costs, taxes, interest and other charges shall be and become a part of the Indebtedness. It is agreed, however, that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance or for failure to determine whether insurance in force is adequate as to amount or as to the 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.

7.2 Possession After Foreclosure. If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser's ownership, immediate possession of the Property purchased, and if Borrower or Borrower's successors shall hold possession of said Property or any part thereof subsequent to foreclosure, Borrower and Borrower's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the part of the Property so occupied and sold to such purchaser), and anyone occupying such part of the Property, after demand is made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

7.3 Abandonment of Sale. If a foreclosure hereunder is commenced in accordance with Section 7.1(b) hereof, at any time before the sale, Lender may abandon the sale, and Lender may then institute suit for the collection of the Indebtedness and for the foreclosure of the liens and security interests hereof and of the Loan Documents. If Lender should institute a suit for the collection of the Indebtedness and for a foreclosure of the liens and security interests, Lender may, at any time before the entry of a final judgment in said suit, dismiss the same and sell the Property or any part thereof in accordance with the provisions of this Security Instrument or any of the other Loan Documents.

7.4 Remedies Cumulative; Non-Exclusive; Etc. All rights, remedies and recourses of Lender granted in this Security Instrument, the Note, the Loan Agreement, the other Loan Documents, any other pledge of collateral or otherwise available at law or equity: (i) shall be

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cumulative and concurrent; (ii) may be pursued separately, successively or concurrently against Borrower, the Property or any one or more of them, at the sole discretion of Lender; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Lender exercising or pursuing any remedy in relation to the Property prior to Lender bringing suit to recover the Indebtedness or suit on the Obligations; and (vi) in the event Lender elects to bring suit on the Indebtedness and/or the Obligations and obtains a judgment against Borrower prior to exercising any remedies in relation to the Property, all liens and security interests, including the lien of this Security Instrument, shall remain in full force and effect and may be exercised at Lender's option.

7.5 Waiver of Redemption, Notice and Marshaling of Assets. To the fullest extent permitted by Law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present (to the extent waivable by applicable Law) or future statute of limitations or "moratorium law" or other Law or judicial decision exempting the Property or any part thereof, or any part of the proceeds arising from any sale of any such Property, from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption reinstatement (to the extent permitted by law) or extension of time for payment, (b) any right to a marshaling of assets or a sale in inverse order of alienation, and (c) any and all rights it may have to require that the Property be sold as separate tracts or units in the event of foreclosure.

## ARTICLE VIII

### REPORTING AND WITHHOLDING REQUIREMENTS

8.1 Withholding. In the event of a foreclosure or delivery of a deed-in-lieu of foreclosure, Borrower agrees that Lender shall have the right to withhold any and all amounts necessary to comply with the requirements of Section 1445 of the Internal Revenue Code.

#### 8.2 Transfer Tax.

(a) Covenants. Borrower covenants and agrees that, in the event of a sale or other transfer pursuant to Article VII of the Loan Agreement (a "Disposition"), it will duly complete, execute and deliver to Lender contemporaneously with its submission to the applicable taxing authority or recording officer, all forms and supporting documentation required by such taxing authority or recording officer to estimate and fix the real property transfer tax ("Transfer Tax"), if any, payable by reason of such sale or other Disposition or recording of the deed evidencing such sale or other Disposition. This subsection shall apply only if this Security Instrument is outstanding after any such sale or transfer. This subsection does not give Borrower any rights to make Dispositions other than those set forth in the Loan Agreement.

(b) Payment. Borrower agrees to pay all Transfer Taxes that may hereafter become due and payable with respect to any Disposition, and in default thereof Lender shall have the right, but not the obligation, to pay the same and the amount of such payment shall be added to the Indebtedness and be secured by this Security Instrument. The provisions of this Article shall

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survive any Disposition, foreclosure or deed in lieu of foreclosure and the delivery of the deed in connection with any Disposition, foreclosure or deed in lieu of foreclosure. Nothing in this Article shall be deemed to deprive Lender of its rights hereunder to refuse consent to any Disposition.

(c) Foreclosure. The provisions of this Section 8.2 shall be applicable also in the event of a foreclosure or delivery of a deed in lieu of foreclosure to the extent that Lender shall, in its sole judgment and discretion, determine that any tax (including a Transfer Tax) shall be payable by it.

## ARTICLE IX

### MISCELLANEOUS TERMS AND CONDITIONS

9.1 Effect of Security Agreement. Borrower authorizes Lender to file and record such financing statements, descriptions of property and such further assurances as Lender, in Lender's sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof, and the security interest granted herein, upon and in the Property. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the UCC, any other security interest in such real and personal property and fixtures described herein. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the remedies of a secured party under the UCC, and the remedies provided for in this Security Instrument and the other Loan Documents. Lender may, at the expense of Borrower, file and record financing statements at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Property.

9.2 Successors and Assigns; Terminology. The provisions hereof shall be binding upon Borrower and the heirs, personal representatives, trustees, successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of said Borrower shall be joint and several.

Wherever used in this Security Instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: (a) the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Property and (b) the word "Lender" shall mean Lender or any subsequent holder or holders of this Security Instrument;

9.3 Changes in Writing. No modification, amendment or waiver of, or consent to any departure by Borrower from, any provision of this Security Instrument will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9.4 Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent in accordance with the Loan Agreement.

9.5 Lender is not a Joint Venturer or Partner. Borrower and Lender acknowledge and agree that in no event shall Lender be deemed to be a partner or joint venturer with Borrower or any member of Borrower. Without limitation of the foregoing, Lender shall not be deemed to be

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a partner or joint venturer on account of it becoming a mortgagee in possession or exercising any rights pursuant to this Security Instrument or pursuant to any other instrument or document evidencing or securing any of the Indebtedness, or otherwise.

## 9.6 Governing Law; Waiver or Jury Trial; Severability.

(a) EACH OF BORROWER AND LENDER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES HEREBY THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, AGAINST THE RESPECTIVE OTHER PARTY, SUCH PARTY'S SUCCESSORS AND ASSIGNS, BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH ANY OF THE LOAN DOCUMENTS OR THE LOAN, INCLUDING, WITHOUT LIMITATION, IN ANY COUNTERCLAIM WHICH ANY PARTY MAY BE PERMITTED TO ASSERT THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL LENDER, ITS SUCCESSORS, ASSIGNS OR PARTICIPANTS BE LIABLE FOR SPECIFIC PERFORMANCE, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS OR OPPORTUNITY) AND BY ITS EXECUTION HEREOF, BORROWER WAIVES ANY RIGHT TO CLAIM OR SEEK ANY SUCH DAMAGES.

(b) This Security Instrument and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State, without regard to principles of conflicts of laws. Any suit, action or other legal proceeding arising out of or relating to this Security Instrument may be brought in a court of record in the State or in the courts of the United States of America located in such State. Each of Borrower and Lender consents to the non-exclusive jurisdiction of each such court in any suit, action or proceeding, and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

(c) If any clauses or provisions herein contained operate, or would prospectively operate, to invalidate this Security Instrument, then such clauses or provisions only shall be held for naught, as though not herein contained, and the remainder of this Security Instrument shall remain operative and in full force and effect.

9.7 Captions. The captions set forth at the beginning of the various Sections of this Security Instrument are for convenience only and shall not be used to interpret or construe the provisions of this Security Instrument.

9.8 Sole Discretion of Lender. Wherever 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 that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

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9.9 After-Acquired Property Secured. Borrower shall subject to the lien of this Security Instrument all right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to Borrower, or constructed, assembled or placed by Borrower on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, encumbrance, conveyance, assignment or other act by Borrower, as fully, completely and with the same effect as though now owned by Borrower and specifically described herein, but at any and all times, Borrower will execute and deliver to Lender any and all such further assurances, mortgages, deeds of trust, conveyances, security agreements, financing statements or assignments thereof or security interests therein as Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Security Instrument.

9.10 Maximum Principal Amount. This Security Instrument also shall secure the payment of any Future Advances and Protective Advances. The maximum amount of unpaid loan indebtedness secured hereby shall be One Hundred and Thirty Million Two Hundred Thousand Dollars and No/100 (\$130,200,000.00), exclusive of interest thereof, unpaid balances of advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which the Lender is authorized by this Security Instrument or any other loan document to pay on Borrower's behalf, all of which shall be secured by this Security Instrument.

9.11 Satisfaction of Security Instrument. If Borrower shall pay to Lender the Loan and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the terms, covenants, conditions and agreements of the Note, this Security Instrument and all other Loan Documents, then this Security Instrument and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be discharged of record at the expense of Borrower.

9.12 Further Assurances. Borrower will, at Borrower's sole cost and expense and at the reasonable request of Lender, (i) promptly correct any defect or error which may be discovered in the contents of the Note, the Indemnity Agreement or the Loan Documents to which Borrower is a party, or in the execution, acknowledgment or recordation thereof, (ii) promptly do, execute, acknowledge and deliver, any and all such further acts, deeds, conveyances, deeds of trust, trust deeds, assignments, estoppel certificates, security agreements, financing statements and continuations thereof, notices of assignment and of security interest, transfers, certificates, assurances and other instruments as Lender may reasonably require from time to time in order to carry out more effectively the purposes of this Security Instrument, to subject to the lien and security interest hereby created any of Borrower's properties, rights or interests covered or now or hereafter intended to be covered hereby, to perfect and maintain said lien and security interest, and to better assure, convey, grant, assign, transfer and confirm unto Lender the rights granted or now or hereafter intended to be granted to Lender hereunder or under any other instrument executed in connection with this Security Instrument or which Borrower may be or become bound to convey or assign to Lender in order to carry out the intention or facilitate the performance of the provisions of this Security Instrument; provided, however, that nothing contained in this Section 9.12 shall

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be construed to permit Lender to unilaterally require a change in the substantive terms and conditions of the Note, the Indemnity Agreement or the Loan Documents.

9.13 Events of Default; Construction. For the avoidance of doubt, and notwithstanding anything in this Security Instrument or any of the other Loan Documents to the contrary, with respect to any use of the phrases “during the continuance of an Event of Default”, “if an Event of Default has occurred and is continuing,” and similar phrases in this Security Instrument or any of the other Loan Documents, Lender shall not be obligated to accept any cure of a default following the expiration of the applicable cure period, if any, and if, following an Event of Default, Borrower then proffers a cure of such Event of Default, such Event of Default shall only be deemed cured if Lender, in its sole and absolute discretion, accepts such proffered cure in writing.

## Article X SPECIAL LOCAL PROVISIONS

10.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article X and the terms and conditions of this Security Instrument, the terms and conditions of this Article X shall control and be binding. In the event that any provision in this Security Instrument shall be unenforceable due to inconsistency with any provision in the Act, the provisions of the Act shall take precedence over the unenforceable provisions of this Security Instrument, but shall not invalidate, render unenforceable or control any other provision of this Security Instrument that can be construed in a manner consistent with the Act.

10.2 Remedies. In addition to any other rights and remedies provided herein or in any of the Loan Documents, upon the occurrence and during the continuance of an Event of Default, Lender may, at any time thereafter, at its option, without notice, and without bringing any legal action or proceeding unless expressly required by law, exercise any or all of the following remedies:

(a) Foreclosure-Power of Sale. Borrower and Lender shall have the benefit of all the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof, except to the extent specifically waived in the Loan Documents.

(b) Insurance. Wherever provision is made in the Loan Documents for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Lender shall continue in Lender as judgment creditor or Lender until confirmation of sale.

(c) Protective Advances. All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Security

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Instrument or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Lender in accordance with the terms of this Security Instrument to: (1) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (2) preserve the lien of this Security Instrument or the priority thereof; or (3) enforce this Security Instrument, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments by Lender of: (a) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (b) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (c) other obligations authorized by this Security Instrument; or (d) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Security Instrument as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Security Instrument or arising from the interest of the Lender hereunder; or (3) in the presentation for the commencement or defense of any such foreclosure or other action related to this Security Instrument or the mortgaged real estate;

(v) Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: (1) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Borrower's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Lender takes possession of the Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (4)

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repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the mortgaged real estate under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (7) if the loan secured hereby is a construction loan, costs incurred by Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Borrower; and (9) if this Security Instrument is insured payments of FHA or private mortgage insurance required to keep insurance in force.

All Protective Advances shall be so much additional indebtedness secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note.

This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Act.

- All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(1) determination of the amount of indebtedness secured by this Security Instrument at any time;

(2) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(3) if right of redemption has not been waived by Borrower in this Security Instrument, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Act;

(4) determination of the amount deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(5) application of income in the hands of any receiver or Lender in possession; and

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(6) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 15-1508 and 15-1511 of the Act.

(d) Lender in Possession. In addition to any provision of this Security Instrument authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

(e) Waiver of Redemption. Borrower acknowledges that the Property does not constitute agricultural real estate, as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Borrower hereby waives any and all right to redemption.

10.3 Property Management Agreement. Any property management agreement between Borrower or any agent of the Borrower and a property manager for or relating to all or any part of the Property, whether now in effect or entered into hereafter, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Security Instrument and the Loan Documents any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, 770 ILCS 60/0.01). Such property management agreement or a short form thereof including such subordination shall, at Lender's request and only to the extent necessary to give effect to this Section 10.3, be recorded with the Office of the Recorder of Deeds for the county in which the Property is located. Borrower's failure to cause any of the foregoing to occur shall constitute an Event of Default under this Security Instrument.

10.4 Collateral Protection Act. The following notice is being provided to Borrower pursuant to the Collateral Protection Act (815 ILCS 180/1 et seq.) to allow Lender to place collateral protection insurance:

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

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10.5 Business Loan Recital/Statutory Exemption. Borrower acknowledges and agrees that (a) the proceeds of the Loan will be used in conformance with subparagraph(1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4(1)(1)); (b) the Debt secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4; and (c) the Debt secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4.

10.6 The Credit Agreements Act. Borrower expressly agrees that for purposes of this Security Instrument: (i) this Security Instrument shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, et seq. (hereinafter referred to as the "Credit Act"); (ii) the Credit Act applies to this transaction; and (iii) any action on or in any way related to this Security Instrument shall be governed by the Credit Act.

[SIGNATURE PAGE FOLLOWS]

# UNOFFICIAL COPY

*[Signature Page to Mortgage and Security Agreement]*

IN WITNESS WHEREOF, Borrower has caused this Security Instrument to be executed as of the day and year first above written.

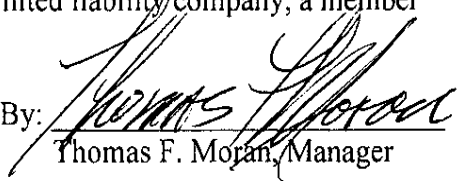
**BORROWER:**

**ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company

By: Addison & Clark Investor LLC, a Delaware limited liability company, its sole member

By: MRB Real Estate Investors LLC, a Delaware limited liability company, its managing member

By: M&R Addison Park LLC, an Illinois limited liability company, a member

By:   
Thomas F. Moran, Manager

By: BRP Addison LLC, a Delaware limited liability company, a member

By: \_\_\_\_\_  
John Bucksbaum, Manager

*[Notary Acknowledgments continued on the following page]*

**UNOFFICIAL COPY***[Signature Page to Mortgage and Security Agreement]*

IN WITNESS WHEREOF, Borrower has caused this Security Instrument to be executed as of the day and year first above written.

**BORROWER:**

**ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company

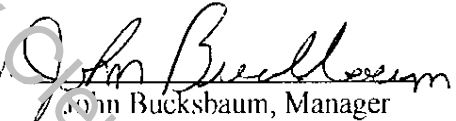
By: Addison & Clark Investor LLC, a Delaware limited liability company, its sole member

By: MRB Real Estate Investors LLC, a Delaware limited liability company, its managing member

By: M&R Addison Park LLC, an Illinois limited liability company, a member

By: \_\_\_\_\_  
Thomas F. Moran, Manager

By: BRP Addison LLC, a Delaware limited liability company, a member

By:   
John Bucksbaum, Manager

*[Notary Acknowledgments continued on the following page]*

# UNOFFICIAL COPY

[Signature Page to Mortgage and Security Agreement]

STATE OF ILLINOIS :

: SS:

COUNTY OF WILL :

Sworn to and acknowledged before me, a Notary Public in and for said state, by Thomas F. Moran, the Manager of M&R Addison Park LLC, an Illinois limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

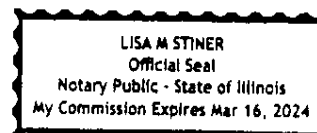
IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 11 day of April, 2023.

Lisa Stiner  
Notary Public

STATE OF \_\_\_\_\_ :

: SS:

COUNTY OF \_\_\_\_\_ :



Sworn to and acknowledged before me, a Notary Public in and for said state, by John Bucksbaum, the Manager of BRP Addison LLC, a Delaware limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**UNOFFICIAL COPY***[Signature Page to Mortgage and Security Agreement]*

STATE OF \_\_\_\_\_ :  
 : SS:  
 COUNTY OF \_\_\_\_\_ :

Sworn to and acknowledged before me, a Notary Public in and for said state, by Thomas F. Moran, the Manager of M&R Addison Park LLC, an Illinois limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

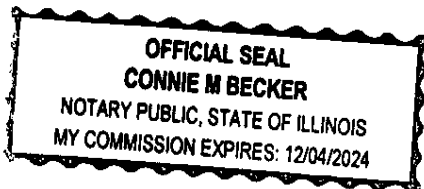
IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public

STATE OF IL :  
 : SS:  
 COUNTY OF Cook :

Sworn to and acknowledged before me, a Notary Public in and for said state, by John Bucksbaum, the Manager of BRP Addison LLC, a Delaware limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 11th day of April, 2023.



[Signature]  
 Notary Public

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEAGE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

LOTS 26 AND 27 IN WEAGE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST

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LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.  
PARCEL 3:

LOT 31 AND THE WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

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THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND (B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

## ALSO KNOWN AS:

## PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEAGE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE ALLEY VACATED BY ORDINANCE RECORDED MARCH 21, 2016 AS DOCUMENT 1608118020 ("VACATED ALLEY") LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG

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SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

LOTS 26 AND 27 IN WEAGE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY BY PLAT ATTACHED TO ORDINANCE RECORDED MARCH 21, 2016 AS DOCUMENT 1608118020, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOT 31 AND THE WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND

THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS.

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## PARCEL 5:

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY BY PLAT ATTACHED TO ORDINANCE RECORDED MARCH 21, 2016 AS DOCUMENT 1608118020, IN COOK COUNTY, ILLINOIS

## PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND (B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.