03003 G SINOFF This instrument prepared by: " mail to mark Gittelman, Esquire

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MORTGAGE

Philadelphia, PA 19103
BOX 333 · HV

1200 Four Penn Center Plaza

THIS MORTGAGE, made and executed this 13th day of Databer, 1985, by SUNROC COMPANY, a Pennsylvania corporation, ("Mortgagor") and delivered to THE PHILADELPHIA NATIONAL BANK ("Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$1,500,000.00 under the terms of a certain Term Note and in the principal amount of up to \$3,500,000.00 under the terms of a certain Revolving Credit Note, both of even date herewith, executed and delivered to Mortgagee by Mortgagor, which notes are incorporated herein by reference and made part hereof, and under the terms and conditions of a certain Loan and Security Agreement, and related agreements and documents, bearing even date herewith (all of such loan agreemencs, notes, and documents hereinafter called the "Loan Documents").

WHEREAS, Mortgagor, by this Mortgage, intends to secure and does hereby secure (a) all existing and future liabilities and obligations of Mortgagor to Mortgagee under the Loan Documents, and ell extensions, replacements and substitutions therefor, (b) all interest, costs, expenses and attorneys' fees accruing or incurred in connection therewith, and (c) all other existing and future liabilities and obligations of every kind in whatever amount of Mortgagor to Mortgagee. Notwithscanding any provision herein to the no event will the principal indebtedness secured hereby exceed

recitals being hereinafter deemed incorporated by reference and made part hereof as if again set forth at length, Mortgagor, in consideration of the Loan Documents and the extension of credit therein, and to secure the payment of the above-described liabilities of Mortgagor 10 Mortgagee, and the performance of the covenants and agreements herein contained and in consideration of the further sum or One (\$1.00) Dollar unto Mortgagor in hand well and truly paid by Mortgagee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and intending to be legally and firmly bound hereby, grants, bargains, assigns, sells, aliens, releases, conveys and confirms, and by these presents does grant, bargain, assign, sell, alien, release, convey and confirm unto the Mortgagee, its successors and assigns, all that certain real estate described in the "LEGAL DESCRIPTION" which is attached hereto, made part hereof, and incorporated herein by reference (hereinafter referred to as the "Mortgaged Premises").

TOGETHER WITH all and singular the buildings, structures, streets, easements, rights of way, lots, parcels, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, alterations, partitions, additions,

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Mortgagor to Mortgagee. Notwithscanding any provision herein to the contrary, in no event will the principal indebtedness secured hereby exceed NOW, THIS INDENTURE WITNESSETH, That the foregoing \$25,000,000.00.

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improvements, hereditaments and appurtenances whatsoever, thereunto now or hereafter belonging or in any wise appertaining, and the reversions and remainders and existing and future rents, issues and profits thereof.

TOGETHER WITH all and singular the fixtures, appliances, property, machinery and equipment appurtenant thereto or used in connection therewith, whether attached or detached, including, but not limited to, all heating apparatus, boilers, generators, furniture, plumbing, lighting fixtures, laundry, ventilating, air-conditioning and refrigerating equipment, all awnings, blinds, screens, storm sash, pumping equipment, electrical equipment including transformers, and all fixtures, appliances, property and equipment of every kind and description now or hereafter installed in or used in connection with, or located on the aforesaid premises, or the operation of the plant, business or dwelling situate thereon, and further including all replacements, additions and substitutions to the foregoing.

TOGETHER WITH all the estate, right, title, interest, claim, and demand whatseever, of Mortgagor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

AND TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Premises by any governmental or other lawful authorities for taking by eminent dorain the whole or any part of said premises or any easement therein, including any awards for any changes or grade of streets, which said awards are hereby assigned to Mortgagee, its successors or assigns, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and releases therefor, and to apply the same toward the obligations secured hereby, notwithstanding the fact that said obligations may not then be due and payable; and Mortgagor hereby covenants and agrees open request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of further evidencing the assignment of the aforesaid awards to Mortgagee, its successors or assigns, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

TO HAVE AND TO HOLD the said lots, premises or pieces of ground, together with all and singular the buildings, improvements, appurtenances, machinery, fixtures, equipment, and property interests aforesaid, hereditaments hereby granted, or mentioned and intended so to be, unto Mortgagee, its successors and assigns, to and for the proper use and behoof of Mortgagee, its successors and assigns, forever.

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PROVIDED ALWAYS, that if Mortgagor shall promptly pay all obligations secured hereby and shall perform all the other covenants and provisions herein contained, then the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

MORTGAGOR DOES HEREBY FURTHER COVENANT AND AGREE AS FOLLOWS:

- 1. Taxes and Other Charges: Mortgagor shall promptly pay in full before they shall become delinquent, and shall procure the discharge or release of, all real estate and other caxes (including corporate taxes) except where Mortgager challenges such tax assessments in good faith, water and sewer rents, charges, claims, assessments, liens and encumbrances now or hereafter assessed with respect to the Mortgagea Premises and shall exhibit the receipts for the same to Mortgagee on demand by Mortgagee.
- Insurance: Mortgagor shall keep and maintain all buildings and improvements now or hereafter erected upon the Mortgaged Premises continuously insured for the benefit of the Mortgagee against loss or damage by fire, with extended coverage, windstorm and other casualties and hazards required by Mortgagee, upon terms and with companies and in amounts satisfactory to Mort; agee, which insurance shall remain in full force and effect intil the obligations secured hereby are paid in full. Mortgagor hereby assigns and shall deliver all such policies of insurance and all renewal policies to Mortgagee as additional security for the payment of all liabilities secured by or arising hereunder. Mortgagor is hereby authorized to collect, adjust and settle all claims under all such policies and may demand, receive and give receipts to Mortgagee for all monies becoming due and payable thereunder provided that no Event of Default exists under the Loan Documents; that the amount recovered by Mortgagor is sufficient to repair or rebuild the Mortgaged Premises

to the satisfaction of Mortgagee; chat Mortgagee has the right to approve the manner and timing of the disbursement of funds; and that Mortgagor's business is not materially altered as a result of the casualty loss.

3. Condition of Premises: Mortgagor shall keep, preserve and maintain the Mortgaged Premises and all buildings and improvements thereon and equipment and fixtures therein in good condition and repair to the extent prudent in the good faith judgment of Mortgagor, in the conduct of its business, and Mortgagor to such extent shall not remove, demolish or alter the buildings or improvements on the Mortgaged Premises, or commit or suffer waste with respect thereto. Mortgagor shall comply with all laws, rules, regulations and ordinances made or promulgated by lawful authority which may now or hereafter become applicable to

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the Mortgaged Premises. Mortgagor shall not take or permit any action with respect to the Mortgaged Premises which will in any manner impair the security of this Mortgage. Mortgagor shall permit Mortgagee's agents, representatives or employees at any reasonable time and from time to time to enter upon the Mortgaged Premises and the buildings and improvements thereon erected for the purpose of inspecting and appraising the same. Mortgagor represents that the Mortgaged Premises presently comply with all material laws, rules, regulations, codes and ordinances which apply thereto..

- Escrow Funds: Without limiting the effect of any other provision hereof, and subject to the rights of any prior montgagee, if required by Mortgagee, Mortgagor shall pay to Morcgagee, on the first day of each guarter, or on such other quarterly date as required by Mortgagee, an amount equal to 1/4 of the annual premiums for fire and extended coverage insurance and the annual real estate taxes, water rents, sewer rents, special assessments, and any other tax, assessment, claim, lien, encumbrance or charge which may at any time become a lien upon the Mortgaged Premises prior to the lien of this Mortgage, and on demand from time to time pay to Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by Mortgagee, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee and no interest shall be payable thereon to Mortgagor. If, pursuant to the provisions hereof, Mortgagor's obligations to Mortgagee are accelerated and declared then due and payable, Mortgagee shall have the right at its election to apply any amounts so held against the obligations secured hereby.
- Right to Remedy Defects: If Mortgagor fails to promptly pay any obligation on any prior mortgage as it. falls due, or fails to pay the taxes except where Mortgagor in good faith challenges such charges, water and sewer rents, charges, claims, assessments, liens, or encumbrances, or to furnish and pay for the insurance as set forth herein, or to keep the Mortgaged Premises in good condition and repair as also provided above, Mortgagee may, at its option, but without any duty to do so, pay any or all such obligations, charges, and claims, etc., together with any penalties and interest thereon, and procure and pay for such insurance and repairs; and take such steps as may be necessary to prevent waste. Mortgagee may at any time and from time to time advance such additional sum or sums as Mortgagee in its sole discretion may deem necessary to preserve and protect the Mortgaged Premises and protect the security of this Mortgage. All such sums so paid or advanced by Mortgagee pursuant to this paragraph shall be

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repaid by Mortgagor to Mortgagee on demand, together with interest thereon at the highest rate being charged on any indebtedness secured by this Mortgage, and shall be added to the indebtedness secured by this Mortgage and shall be a lien on said premises. Payment by Mortgagee as authorized herein to the holder of any prior mortgage shall entitle Mortgagee to become subrogated to the claims of such mortgagee to the extent of all such payments. The production of a receipt by Mortgagee shall be prima facie proof of a payment or advance authorized hereby, and the amount and validity thereof.

- Mortgage, as additional security for the payment of the obligations secured hereby, any and all leases now existing or hereafter created, covering any part of the Mortgaged Premises; and the Mortgagor further hereby assigns and transfers to Mortgagee any and all rents, issues and profits now or hereafter issuing from the Mortgaged Premises, and agrees that upon default by Mortgagor on its obligations to Mortgagee, Mortgagee may then collect and apply the same to the payment of any libilities secured hereby, in such order of priority as Mortgager in its sole discretion may determine, but such collection shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Mortgaged Premises should be acquired by Mortgagee. Mortgager shall not make any material alteration, modification or adjustment to any of such leases without the prior written consent of Mortgagee.
- Expenses of Mortgagee: It the Mortgagee retains the services of counsel, in the event of any default or Event of Default under this Mortgage, and to recover the indebtedness secured hereby, reasonable attorneys' collection fees shall be payable by the Mortgagor to the Mortgagee and shall be secured hereby. Mortgagor shall pay and reimburse Mortgagee on demand for all Expenses (as defined in the Loan Documents) incurred by Mortgagoe in connection with proceedings to recover any sums secured hereby.
- S. Default: At the option of Mortgagee, Mortgagor shall be deemed in default hereof, and all existing and future liabilities of Mortgagor to Mortgagee of every kind, and under all existing and future agreements or undertakings of any kind, shall become due and payable immediately, without further notice to or demand upon Mortgagor, and shall be recoverable forthwith or at any time or times thereafter without stay of execution or other process, upon the occurrence of any one or more of the following events of default ("Event of Default"):

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- (a) If Mortgagor shall fail to pay any existing or future indebtedness to Mortgagee within five (5) business days of the time the same becomes due and payable; or
- (b) If any warranty or representation in this Mortgage is or proves to be materially false or erroneous; or
- (c) If Mortgagor fails to perform any covenant, term, provision or other obligation herein contained; or
- (d) If Mortgagor shall vacate the Mortgaged Premises or shall sell or transfer title (whether voluntary or by operation of law) to all or any part of the Mortgaged Premises vichout the prior written approval of the Mortgagee; or
- (e) If any further lien or encumbrance is placed upon the Mortgage Premises, except as provided in Section 6.6 of the Loan and Security Agreement, without Mortgagee's prior written approval; or
- (f) If Mortgaço: breaches any provision of any other mortgage now or hereafter entered upon the Mortgaged Premises; or
- (g) If an Event of Default occurs under any of the Loan Documents or under any other existing or future agreement with, or if Mortgagor breaches any other existing or future obligation to Mortgagee.
- 9. Remedies on Default: Upon the occurrence of any Event of Default, as aforesaid, Mortgagee shall have the option, in its sole discretion, and without prior notice to or demand upon Mortgagor, to (a) take possession of the Mortgaged Premises, with or without judicial process: (b) file a complaint or complaints based upon this Mortgage and proceed thereon to judgment, execution, and sale for the collection of all sums unpaid and secured hereby, together with interest, costs, expenses, and a reasonable attorneys' collection fee as permitted by law, or institute any other proceeding at law or in equity to foreclose this Mortgage to recover the sums due or to become due Mortgagee, including all sums unpaid and secured hereby, together with interest, expenses and costs, and a reasonable attorneys' collection fee as permitted by law; (c) have a receiver appointed to take possession, operate, manage, lease, sell, repair, improve, or otherwise deal with the Mortgaged Premises; and (d) exercise all other rights and remedies provided in this Mortgage, and all related agreements, or which may be available to the Mortgagee at law or in equity. All rights and remedies of the Mortgagee shall be cumulative and concurrent and may be pursued singly, successively or together, at Mortgagee's sole discretion, and may be exercised at one time and from time to time.

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- Possession by Mortgagee: If Mortgagee shall take possession of the Mortgaged Premises as aforesaid, Mortgagee may: (a) hold, manage, operate, and lease the same, whether to Mortgagor or any other person or persons, on such terms and for such periods of time as Mortgagee may deem proper, and the provisions of any lease made by Mortgagee pursuant hereto shall be valid and binding upon Mortgagor notwithstanding that Mortgagee's rights of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as Mortgagee may deem proper; (c) demolish any part or all of the buildings and improvements situate upon the Mortgaged Premises which in the judgment of Mortgages may be in unsafe condition and dangerous to life and property; (d) remodel such buildings and improvements so as to make the same available in whole or in part for business purposes or multiple dwelling purposes; and (e) collect the rents, issues and profits arising from the Mortgaged Premises, past due and thereafter becoming due, and apply the same, in such order of priority as Mortgagee may determine, to the piyment of all charges and commissions incidental to the collection of rents and the management of the Mortgaged Premises and all other sums, obligations and charges secured hereby. In addition to the payment of such charges and commissions, Mortgages shall be entitled to retain five (5%) percent of such rents, issues and profits in payment for the services of Morigagee in relation to such premises. All monies advanced by Mcrigagee for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by Mortgagor to the Mortgagee, together with interest thereon at the highest rate being charged on any indebtedness secured hereby, and shall be added to the principal indebtedness bareby secured. The taking of possession and collection of rents by Mortgagee as aforesaid shall not be construed to be an affirmation of any lease of the Mortgaged Premises or any part thereof, and Mortgagee or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.
- 11. Confession: (a) For the purpose of procuring possession of the Mortgaged Premises in the event of any Event of Default hereunder or under said Agreements, if permitted by law, the Mortgagor hereby authorizes and empowers the Prothonotary, Clerk, or any attorney of any Court of Record in the Commonwealth of Pennsylvania or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, for the recovery by the Mortgagee of possession of the Mortgaged

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Premises, without any stay of execution, for which this Mortgage, or a copy thereof verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatosever. If, for any reason, after such action has been commenced, the same shall be continued or possession of the Mortgaged Premises shall remain in or be restored to the Mortgagor, the Mortgagee shall have the right for the same default or any subsequent default to again confess judgment, and the warrant of attorney contained herein shall not be deemed exhausted by one exercise thereof.

- (b) THE MORTGAGOR, BEING FULLY AWARE OF A RIGHT TO NOTICE AND A HEARING ON THE QUESTION OF THE VALIDITY OF ANY CLAIMS THAT MAY BE ASSERTED AGAINST MORTGAGOR BY THE MORTGAGEE FEFORE JUDGMENT CAN BE ENTERED, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION, AND FURTHER AGREES THAT MORTGAGEE MAY EMPLOY SELF-HELP OF ANY LEGAL OR EQUITABLE PROCESS PROVIDED BY LAW TO TAKE POSSESSION OF THE MORTGAGED PROPERTY WITHOUT FIRST OFTAINING FINAL JUDGMENT OR WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM UPON WHICH SUCH TAKING IS MADE.
- 12. Separate Parcels: IT more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.
- 13. Waivers: The granting of an extension or extensions of time by Mortgagee with respect to the performance of any provision of this Mortgage, or any obligation or agreement secured hereby on the part of Mortgagor to be performed, or the taking, release, discharge or compromise of any additional security, or the waiver by Mortgagee or failure by Mortgagee to enforce any provision of this Mortgage or to declare a default with respect thereto, shall not operate as a waiver of any subsequent Event of Default or defaults or affect the right of Mortgagee to exercise all rights and remedies stipulated herein and therein, and to enforce strict performance hereof without prior notice of intention to do so.
- 14. Governing Law: This Mortgage shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. If any provision hereof is declared to be invalid, unenforceable, or in conflict with any statute or rule of law, then such provision shall be null and void to

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the extent it may conflict therewith, but without invalidating the other provisions hereof which shall nevertheless remain in full force and effect.

- 15. Status of Title: Mortgagor warrants and represents that at the time of the execution and delivery of this Mortgage, Mortgagor is seized of the Mortgaged Premises in fee simple and has the right, power and authority to mortgage such premises as herein provided; such premises are free from all liens, encumbrances and charges whatsoever except for these encumbrances listed on Exhibit "A" hereto; and there is no assignment or pledge of any leases of or rentals or income from said premises now in effect. Mortgagor covenants and agrees that until Mortgagee is fully paid, Morigagor shall not further grant or suffer the imposition of any lien or encumbrance on the Mortgaged Premises except for a certain Mortgage to Sunroc Corporation on even date herewith, or on any leases or rentals generated therefrom; make any assignment or pledge thereof to anyone other than Mortgages; and Mortgagor will forever warrant and defend the premises against all lawful claims whatsoever.
- herein contained shall bind and inure to the benefit of the respective parties, their heirs personal representatives, successors and assigns. No modification hereof shall be binding or enforceable unless in writing and signed by Mortgagor and approved in writing by Mortgagee. No rights are intended to be granted hereunder for the benefit of any third party donee, creditor or incidental beneficiary.
- 17. <u>Delegation of Duties</u>: No delegation of any kind to Mortgagee of Mortgagor's duty to perform any obligation arising in connection with the Mortgaged Premises is intended by this Mortgage.
- 18. Searches and Filing Fees: Mortgagor shall upon demand pay the cost of title and lien searches, charges for recording this Mortgage, including any impositions, taxes, or similar charges imposed by any governmental authority in connection with the recordation of this Mortgage, or the issuance of any note or other instrument secured hereby, as well as all other costs and expenses incurred by Mortgagee in connection with proceedings to recover any sums secured hereby. Mortgagor shall also pay any fees and charges of Mortgagee in connection with the satisfaction of this Mortgage of record.
- 19. <u>Captions</u>: The headings of any provision hereof are for convenience only and shall not limit or expand or otherwise affect any provisions hereof.
- 20. Construction: The words "Mortgagor" and "Mortgagee" include singular or plural, individual or

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corporation, and the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named herein as Mortgagor or Mortgagee, this Mortgage shall refer to such parties for all purposes in their joint and several capacities.

IN WITNESS WHEREOF, Mortgagor has/have hereunto set his/its/ their hand(s) and seal(s) the day and year first Topoenty of Coop A.

Clark's Office above written.

The address of Mortgagee is:

Brond + Chestaut Streets

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Coop County Clart's Office

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## 03003 G 851213 ORDFICIAL COPY 9

STATE OF PENNSYLVANIA: SS

I, the undersigned, a Notary Public, in and for the County and State aforesiad, DO HEREBY CERTIFY, that homes 2. Mills personally known to me to be the \_\_\_\_\_\_ President of the

corporation, and F. John tuple personally known to me co be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Secretary of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the lises and purposes therein set froth.

Given under my hand and official seal, this 16th day of

december 1985. Commission expires July 3

1989. Clare a. Reille,

Notary Public

COOK COUNTY, HLLINOIS FRED FOR FRECERD

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County Clerk's Office

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# UNOFFICIAL COPSOI Description

#### PARCEL 1A:

THE NORTH 66 FEET OF THE 1 ACRE OF LAND SITUATED IN THE SOUTH WEST CORNER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 20 RODS THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8 RODS, THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SAID SECTION 20 RODS TO SAID SOUTH LINE OF SAID SECTION 8 RODS TO POINT OF BEGINNING AND EXCEPT THAT PART TAKEN OR

USED FOR CRAWFORD AVENUE AND EXCEPT THE SOUTH 264 FEET THEREOF ALSO

#### PARCEL 1B:

LOT 47 (EXCEPT THE SOUTH 231 FEET THEREOF) IN LOUIS KORD'S MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1892 AS DOCUMENT 1075127, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 2A:

THE NORTH 98 FEET OF THE SOUTH 231 FEET OF THAT PART OF WEST 8 RODS OF THE SOUTH 20 RODS OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF BELLONT AVENUE AND EAST OF THE EAST LINE OF CRAWFORD AVENUE;

#### PARCEL 2B:

THE NORTH 98 FEET OF THE SOUTH 231 FEET OF LOT 47 IN LOUIS KORD'S MILWAUKEE AVENUE ADDITION TO CHICAGO A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH. RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JULY 5, 1892 AS DOCUMENT 1695127, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers
Parcels 1A and 1B
Parcels 2A and 2B

13-23-325-033 13-23-325-034

THE SHOP

Property Address: + 3217 N. Rularki Pond Chicago 12

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Coot County Clart's Office

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#### EXHIBIT A

1. Any encumbrances listed in Schedule B of the Commitment for Title Insurance Number 70 06159 issued by Chicago Title Insurance dated December 16, 1985.

Property of Cook County Clark's Office

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Property of Coof County Clerk's Office

