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JUNIOR MORTGAGE

#65.00

70-57-261 B3
70-57-257 B3

THIS MORTGAGE, (the "Junior Mortgage") made as of October 3, 1986, by Harris Bank Hinsdale, a National Assoc., not personally, but as trustee under the provision of a deed or deeds in trust duly recorded and delivered to trustee in pursuance of Trust Agreements dated September 15, 1986, and known as Trust Numbers L-1363, L-1364 and L-1365 (the "Mortgagor") to Republic Savings Bank, F.S.B. (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Junior Mortgage Note (the "Junior Note") of even date herewith payable to the order of Mortgagee in the principal sum of One Million and No/100 Dollars (\$1,000,000.00), bearing interest and payable as set forth in the Junior Note, and due on the date and in the manner set forth in the Junior Note.

NOW, THEREFORE, to secure the (i) payment of the principal indebtedness under the Junior Note and interest and Additional Interest (as such term is defined in the Junior Note) and premiums, if any, or the principal indebtedness under the Junior Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Junior Note or this Junior Mortgage, and (ii) the payment of the principal indebtedness under that certain Note dated of even date herewith in the principal amount of \$8,000,000 made by Maker and payable to lender (the "Note"), interest and premiums, if any, on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Note or that certain Mortgage dated of even date herewith which secures the Junior Note (all such sums due under the Junior Note and Note are collectively sometimes referred to herein as "Indebtedness Hereby Secured"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Junior Mortgage, the Junior Note, and to secure performance by Mortgagor under the "Junior Loan Documents" and under "Senior Loan Documents", as those terms are defined in the Junior Note and the Note, respectively, and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE LAND located in the State of Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments,

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renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor so long as no Default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases") together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Improvements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Junior Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 15 hereof; and

TOGETHER WITH all proceeds of the foregoing, including without limitation all judgments, awards of damages and settle-

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ments hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined, the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Junior Note, and in the Junior Loan Documents provided to be performed and observed by the Mortgagor, then this Junior Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Junior Loan Documents. Mortgagor shall have the privilege of making prepayments on the principal of the Junior Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Junior Note, but not otherwise. If, the Junior Note requires the maker thereof to pay a prepayment premium ("Premium") for the privilege of making prepayments, then upon the occurrence of a Default under the Junior Mortgage, and following the acceleration of the maturity hereof as herein provided, a tender of payment of the amount necessary to satisfy the indebtedness evidenced hereby is made by Mortgagor, or by anyone on its or their behalf, prior to foreclosure sale, such tender shall constitute an evasion of the payment terms hereof and shall be deemed to be a voluntary prepayment hereunder and any such prepayment, to the extent permitted by law, will, therefore, include the Premium above required in connection with prepayment.

2. Maintenance, Repair, Compliance with Law, Use, Etc. Mortgagor shall (a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and repair, free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any building or buildings or other Improvements now or at any time in the process of erection upon the Premises; (e) comply with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof; (g) comply with any restrictions and covenants of record with respect to the Premises

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and the use thereof; and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner pursuant to a management agreement approved by Mortgagee. Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases approved by Mortgagee; (ii) change in the intended use or occupancy of the Premises, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee.

Mortgagor covenants and agrees that all agreements to pay leasing commissions to Mortgagor, an affiliate of Mortgagor or an outside agent shall be contained in a leasing agreement (hereinafter "Leasing Agreement") approved by Mortgagee, which Leasing Agreement: (i) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement, (ii) shall be subordinate to the lien of this Mortgage, (iii) shall not be enforceable against Mortgagee, and (iv) shall provide that the leasing commissions payable thereunder for new leases with parties who are not then presently tenants at the Premises shall not exceed seven percent (7%) of the annual rent payable in the first year of such new lease and not exceed two percent (2%) of the annual rent payable in each year thereafter, and (v) shall provide that no leasing commission shall be payable in connection with lease extensions or renewals. Mortgagor shall furnish Mortgagee with evidence of the foregoing which is in all respects satisfactory to Mortgagee.

Mortgagor further covenants and agrees that all agreements to manage the Premises shall be contained in a management agreement (hereinafter "Management Agreement") approved by Mortgagee, which Management Agreement: (i) shall provide that the obligation to pay any amount thereunder will not be enforceable against any party other than the party who entered into such agreement (ii) shall provide that such agreement, together with any and all liens and claims for lien that any manager or other person or entity performing the duties of a manager thereunder has or may thereafter have thereunder or for managing the Premises or any part thereof, shall be in all respects subordinate to the lien of this Mortgage, and (iii) shall not be enforceable against Mortgagee, and (iv) shall provide that the management fee payable thereunder may not exceed five percent (5%) of gross rentals generated from the Premises. Mortgagor shall furnish Mortgagee with evidence of the foregoing which is in all respects satisfactory to Mortgagee.

3. Liens.

A. Prohibition. Subject to the provisions of Paragraphs 3B, 4 and 16 hereof, the Mortgagor shall not create or suffer or permit any mortgage, with the exception of the Mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, whether such lien or encumbrance is inferior or superior to or on a parity with the lien of this Junior Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, and any liens and encumbrances of Mortgagee.

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B. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against Mechanic's Liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the filing of such Mechanic's Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Mechanic's Lien or to cause such other party to contest such Mechanic's Lien; and (iii) that Mortgagor shall have obtained a title insurance endorsement over such Mechanic's Liens insuring Mortgagee against loss or damage by reason of the existence of such Mechanic's Liens or Mortgagor shall have deposited or caused to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Mechanic's Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the Mechanic's Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount on deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such Mechanic's Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Mechanic's Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. In the event the contest of the Mechanic's Lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any overplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided Mortgagor is not then in default hereunder.

4. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises.

B. Contest. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that:

(a) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or

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forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same or to cause the same to be contested before any Tax has been increased by any interest, penalties, or costs; and

(c) Mortgagor has deposited or caused to be deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security reasonably acceptable to Mortgagee that, when added to the monies or other security, if any, deposited with Mortgagee pursuant to Paragraph 8 hereof, is sufficient, in Mortgagee's reasonable judgment, to pay in full such contested Tax and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's judgment, to pay in full such contested Tax, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is advisable.

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Mortgagee. Provided that Mortgagor is not then in default hereunder, Mortgagee shall, if so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon. Any overplus remaining in the control of Mortgagee shall be paid to Mortgagor provided Mortgagor is not then in Default hereunder.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Junior Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Junior Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes reasonably required to be paid by Mortgagor pursuant hereto.

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6. Insurance Coverage. Mortgagor will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, wind-storm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

(b) Comprehensive public liability against death, bodily injury and property damage in an amount not less than \$1,000,000;

(c) Rental or business interruption insurance in amounts sufficient to pay, for a period of up to one (1) year, all amounts required to be paid by Mortgagor pursuant to the Senior Note and this Junior Mortgage;

(d) Steam boiler, machinery and pressurized vessel insurance;

(e) If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

(f) The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

In the event Mortgagor has not maintained or procured the policies of insurance required above, in addition to all other remedies of Mortgagee hereunder in the event of a Default Mortgagee may, at any time thereafter and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

7. Insurance Policies. All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty, rent loss and business interruption and other appropriate policies shall include non-contributing mortgagee endorsements in favor of and with loss payable to Mortgagee, as well as standard waiver of subrogation endorsements, shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all Insurance Policies premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Junior Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

8. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and premiums payable with respect

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to all Insurance Policies ("Premiums") as and when the same shall become due and payable:

(a) Mortgagor shall deposit with Mortgagee on the first business day of each and every month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due upon the Premises between one and thirteen months after the date of such deposit; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due and payable within thirteen months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's estimate as to the amount of Taxes and Premiums. Mortgagor shall promptly upon the demand of Mortgagee make additional Tax and Insurance Deposits as Mortgagee may from time to time require due to (i) failure of Mortgagee to require or failure of Mortgagor to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, (iii) the particular due date and amounts of Taxes and/or Premiums, or (iv) application of the Tax and Insurance Deposits pursuant to Paragraph 8(c) hereof. Additionally, upon the execution hereof, Mortgagor shall deposit with Mortgagee, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. All Tax and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

(b) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

(c) Upon a Default under this Junior Mortgage, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

(d) Notwithstanding anything herein contained to the contrary, Mortgagee, and its successors and assigns, shall not be liable for any failure to apply the Tax and Insurance Deposits unless Mortgagor, while no Default exists hereunder, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the Taxes or Premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

(e) The provisions of this Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Junior Mortgage shall be construed as creating in any party other than Mortgagor and Mortgagee any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and

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Premiums. Mortgagee shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

8A. Deposits for Replacement Reserve. Mortgagor shall deposit into a Replacement Reserve Account established with Mortgagee (pursuant to Mortgagee's standard form Replacement Reserve Account) on the first business day of each and every month during the term hereof an amount determined by Mortgagee as necessary to assure that funds are available for replacement of capital items, which sum shall initially be \$5,000 per month. All such deposits shall be held by Mortgagee without allowance of interest thereon: Upon a Default under this Junior Mortgage, Mortgagee may, at its option, apply any sums in such Reserve Replacement Account to any of the Indebtedness Hereby Secured in such order and manner as Mortgagee may elect. All deposits in such Replacement Reserve Account are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises, and:

(a) In case of loss or damage covered by any of the Insurance Policies, involving any loss or damage to the Premises in an amount less than \$100,000.00, Mortgagor is hereby authorized to settle and adjust such claim without the consent of Mortgagee. In the case of loss or damage covered by any of the Insurance Policies involving any loss or damage to the Premises in an amount greater than \$100,000.00, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagee from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by an Insurance Policy to Mortgagee alone, and not to Mortgagee and Mortgagor jointly.

(b) Subject to the rights of the holder of any prior mortgage encumbering the premises, Mortgagee shall, in its sole discretion, elect to apply the proceeds of Insurance Policies consequent upon any casualty either (i) to reduce the Indebtedness Hereby Secured; or (ii) to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the loss or damage of the casualty, subject to the conditions and in accordance with the provisions of Paragraph 10 hereof. Notwithstanding the foregoing, Mortgagee agrees that it shall apply the proceeds of Insurance Policies consequent upon any casualty to reimburse Mortgagor for the cost of restoring as aforesaid provided that (i) no Default exists hereunder, and (ii) no tenant of the Premises affected which is obligated to pay annual rent of \$50,000.00 or more cancels its lease as a result of such casualty. In the event Mortgagee elects to apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured and such proceeds do not discharge that indebtedness in full, the entire Indebtedness Hereby Secured shall become immediately due and payable with interest thereon at the Default Rate.

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(c) Whether or not insurance proceeds are made available to Mortgagor, Mortgagor hereby covenants to restore, repair, replace or rebuild the Improvements, to be of at least equal value, and of substantially the same character as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding.

10. Disbursement of Insurance Proceeds. Insurance proceeds held by Mortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may require and approve. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall be paid to Mortgagor. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee.

11. Condemnation and Eminent Domain. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable.

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After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall, subject to the rights of the holder of any prior mortgage encumbering the Premises be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Junior Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no Default has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor for cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures which must be submitted to and approved by Mortgagee, and such Award shall be disbursed in the same manner as is hereinabove provided above for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness Hereby Secured, in such order or manner as Mortgagee shall elect.

12. Assignment of Rents, Leases and Profits. To further secure the Indebtedness Hereby Secured, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the beneficiary or beneficiaries of Mortgagor or the agents of any of them or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent in its name and stead (with or without taking possession of the Premises as provided in Paragraph 19 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 19 hereof. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the

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rights or powers conferred upon it by this paragraph until a Default shall exist under this Junior Mortgage. From time to time, Mortgagor will furnish Mortgagee with executed copies of each of the Leases and upon Mortgagee's request will use its best efforts to furnish Mortgagee with estoppel letters from each tenant under each of the Leases, which estoppel letters shall be in a form satisfactory to Mortgagee, In the event Mortgagee requires that Mortgagor execute and record a separate Collateral Assignment of Rents or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Junior Mortgage and the terms thereof.

13. Observance of Lease Assignment. Mortgagor expressly covenants and agrees that if any lessee under any of the Leases transferred, sold or assigned to Mortgagee or if Mortgagor, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said Lease, on its or their part to be performed or fulfilled at the times and in the manner in said Lease provided; or if Mortgagor shall cancel, terminate, amend, modify or void any of the Leases without Mortgagee's prior written consent except in the ordinary course of Mortgagor's (and its beneficiary) business; or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness Hereby Secured and such default shall continue for fifteen (15) days; then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagor, the Indebtedness Secured Hereby shall become due and payable as in the case of other defaults.

14. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purpose shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note and Junior Note, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

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15. Security Agreement. Mortgagor and Mortgagee agree that this Junior Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Junior Mortgage and (ii) with respect to any personal property included in the granting clauses of this Junior Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions and agreements contained in this Junior Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Junior Mortgage but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, and other than liens and encumbrances benefitting Mortgagee, including but not limited to the lien of the Mortgage under the Senior Loan Documents, and no other party.

(b) The Collateral is to be used by Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Land, and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagor and Mortgagee.

(e) No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee, and no other party; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including

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without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least twenty (20) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(g) The terms and provisions contained in this Paragraph 15 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor Debtor and Mortgagee (Secured Party) are hereinafter set forth. This Junior Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagor is the record owner of the Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between Mortgagor or Borrower as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder, including, without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards or claims for money and other sums of

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money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

16. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

- (a) the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;
- (b) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;
- (c) any shares of capital stock of a corporate Mortgagor (excepting shares in a corporate land trustee), a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in a partnership Mortgagor, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System);
- (d) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 16 shall not apply (i) to liens securing the Indebtedness Hereby Secured, or (ii) to the lien of current taxes and assessments not in default. Mortgagor (and its beneficiary) acknowledges and agrees that the foregoing restrictions are reasonable and necessary in view of Mortgagee's reliance on said parties to make all payments required under the Note and to protect Mortgagee's right to receive Net Proceeds as provided in Section 38 hereinafter, and to render its determinations regarding the Ratios (as such term is defined in paragraph 38) in connection with its issuance of partial releases. Notwithstanding anything to the contrary provided in this paragraph, Mortgagee shall consent to a Prohibited Transfer provided that the conditions set forth in Section 37 of the Junior Mortgage are complied with and all Net Proceeds (as such term is defined in the Mortgage) are distributed in accordance with Section 38 of the Junior

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Mortgage. In addition, Mortgagor agrees to execute partial releases of the lien of the Junior Mortgage and to subordinate the lien of the Junior Mortgage in accordance with Section 37 of the Junior Mortgage.

17. Defaults. If one or more of the following events (herein called "Defaults") shall occur:

(a) If any default be made in the due and punctual payment of monies required under the Junior Note, under this Junior Mortgage, or under the Junior Loan Documents or Senior Loan Documents, as and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such default in such document shall have expired;

(b) If any default shall exist under any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured including, but not limited to, any default under the Junior Loan Documents or under the Senior Loan Documents in each case after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument;

(c) The occurrence of a Prohibited Transfer;

(d) If default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein contained unless such Default by its nature cannot be cured within thirty (30) days, then in such event, if Mortgagor fails to commence and diligently pursue the cure within said thirty (30) day time period, and shall in no event fail to cure the Default within ninety (90) days after notice thereof;

(e) If (and for the purpose of this Subparagraph 17(e) only, the term Mortgagor shall mean and include not only Mortgagor, but also any beneficiary of a trustee Mortgagor, any general partner in a partnership Mortgagor or in a partnership which is a beneficiary of a trustee Mortgagor, any owner of more than ten percent (10%) of the stock in a corporate Mortgagor or a corporation which is the beneficiary of a trustee Mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein);

(i) Mortgagor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;

(ii) Mortgagor shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature,

(iii) Within thirty (30) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect such proceedings shall not have been vacated;

(iv) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

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(v) Mortgagor shall be adjudicated a bankrupt;

(vi) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(vii) Any order appointing a receiver, trustee or liquidator of Mortgagor or all or a major part of Mortgagor's property or the Premises is not vacated within thirty (30) days following the entry thereof; or

(viii) Mortgagor shall die, or shall be judicially declared to be incompetent if a natural person, or if Mortgagor is a firm, partnership or corporation, be dissolved, terminated or merged;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Junior Mortgage and/or to exercise any right, power or remedy provided by this Junior Mortgage, the Junior Note, or by law or in equity or any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured.

18. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State in which the Premises are located and to exercise any other remedies of Mortgagee provided in the Junior Note, this Junior Mortgage, or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, the Premium, if any, required to be paid in accordance with the Junior Note and this Junior Mortgage the Additional Interest, if any, required to be paid in accordance with the Junior Note and this Junior Mortgage, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Junior Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Junior Mortgage, the Junior Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

19. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Junior

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Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(a) hold, operate manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Junior Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(f) the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

20. Receiver. Upon the filing of a complaint to foreclose this Junior Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency

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of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Junior Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

21. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 18 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Junior Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Junior Note; Fourth, to the principal remaining unpaid upon the Junior Note; and lastly, any overplus to Mortgagor, and its successors or assigns, as their rights may appear.

22. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid premiums thereon.

23. Waiver of Right of Redemption and other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales

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thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Junior Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

24. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Mortgagee by this Junior Mortgage is not required to be given.

25. Successors and Assigns.

A. Holder of the Junior Note. This Junior Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein Mortgagee is holder from time to time of the Junior Note, whether so expressed or not; and each such holder from time to time of the Junior Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder of the Junior Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.

B. Covenants Run With Land; Successor Owners. All of the covenants of this Junior Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Junior Mortgage and the Indebtedness Hereby Secured in

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the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 16 hereof.

26. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage (inferior and subordinate to this Junior Mortgage), or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Junior Note, this Junior Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Junior Mortgage losing its priority over the rights of any such junior lien.

27. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Junior Mortgage secures as part of the Indebtedness Hereby Secured the payment of any and all loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Mortgagee in connection with the Indebtedness Hereby Secured, all in accordance with the Junior Note, this Junior Mortgage, and the Junior Loan Documents; provided, however, that in no event shall the total amount of the Indebtedness Hereby Secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

28. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Mortgagor will assign to Mortgagee, upon request, as further security for the indebtedness secured hereby, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee to any agreement, contract, license or permit or to impose upon Mortgagee any obligations with respect thereto. From time to time, Mortgagor will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the Junior Note and under this Junior Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

29. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

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30. Option to Subordinate. At the option of Mortgagee, this Junior Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

31. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Junior Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

32. Business Loan. Mortgagor certifies and agrees that the proceeds of the Junior Note will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

33. Inspection of Premises and Records. Mortgagee and its representations and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagee, to permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

34. Financial Statements. Mortgagor will, within ninety (90) days after the end of each calendar year, furnish to Mortgagee financial and operating statements of beneficiary of Mortgagor and the Premises for such calendar year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and cash flow and supporting schedules, all prepared in accordance with generally accepted principles of accounting consistently applied. In addition, Mortgagor will furnish to Mortgagee at the times required in the Junior Note statements of Net Cash Flow and Net Proceeds all prepared in accordance with generally accepted principles of accounting consistently applied. All such financial and operating statements (including statements of Net Cash Flow and Net Proceeds) shall be prepared and certified in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, require that the same be certified and prepared pursuant to audit, by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether, during the course of their audit, they discovered or became aware of any information which would lead them to believe that a Default exists.

35. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness Hereby Secured.

36. First Right to Acquire and to Finance. Until the indebtedness secured by the Junior Mortgage shall be repaid in full, Mortgagee shall have the exclusive right to provide or secure for Mortgagor financing for the Premises (and any portion thereof) and shall further have the exclusive first right to acquire the Premises (and any portion thereof), and in either case shall be entitled to receive Net Proceeds (as that term is defined hereinafter) in connection therewith as provided in Section 37 hereof, on the following basis:

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- (a) If Mortgagor desires to refinance all or any portion of indebtedness secured hereby including the First Mortgage or to obtain any additional financing from any source, which financing will be secured by: (i) the Premises (or any parcel comprising a portion of the Premises) or (ii) all or any portion of the beneficial interest or power of direction in or to the trust under which beneficiary of Mortgagor is acting or (iii) pledge of partnership interests in the partnership comprising beneficiary of Mortgagor (each such financing or refinancing is herein referred to as "New Financing"), Mortgagor shall apply first to Mortgagee for each such New Financing and shall deliver to Mortgagee an application therefor together with copies of all written instruments in connection therewith. For a period of 45 days, in respect to each New Financing, Mortgagee shall have the exclusive right to itself issue or to procure from a third party an offer (the "Financing Offer") to provide the New Financing on the same terms as are contained in Mortgagor's application, and Mortgagor agrees to accept the Financing Offer so issued or procured by Mortgagee within said time period. In the event that Mortgagee issues or procures a Financing Offer in respect to a financing within said time period on the same terms as are contained in the Mortgagor's application, Mortgagor shall execute all documents and take all necessary actions and do all other things necessary in order to close the loan in accordance with the Financing Offer. If Mortgagee fails to issue or procure a Financing Offer within the aforesaid period, Mortgagor shall be entitled to apply to other parties for such financing provided that any such application shall be for financing on substantially the same terms and conditions as contained in the application submitted by Mortgagor to Mortgagee and further provided that the financing transaction obtained by Mortgagor shall be closed within 120 days from the date of expiration of Mortgagee's exclusive right to provide financing. If, for any reason Mortgagor fails to consummate such financing transactions within the aforesaid time period, Mortgagor's rights to secure such financing from a third party shall terminate and Mortgagor shall be required to reapply for financing to Mortgagee on the terms and conditions hereinabove set forth.
- (b) If Mortgagor desires to sell, transfer or convey either: (i) the Premises or any parcel comprising a portion of the Premises, or (ii) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, or (iii) all or any portion of the partnership interest(s) in the partnership comprising the beneficiary of Mortgagor, to any party (including any partnership in which any one of Mark Marinello, Carl DeFaria, Franklyn Robbins or Sheli Rosenberg are a partner) (each such sale is herein referred to as "Offer"), Mortgagor shall first offer to sell to Mortgagee and shall deliver to Mortgagee an offer to sell therefor together with copies of all written instruments in connection therewith. For a period of 45 days, in respect to each Offer, Mortgagee shall have the exclusive right to itself purchase on the same terms as are contained in Mortgagor's Offer, and Mortgagor agrees to accept the Offer so issued to Mortgagee and to close in accordance with the terms and conditions of said Offer. If Mortgagee fails to accept such Offer within the aforesaid period, Mortgagor shall be entitled to sell to other parties provided that each such sale shall be on substantially the same terms and conditions as contained in the Offer submitted by Mortgagor to Mortgagee and further provided that the sale shall

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be closed within 120 days from the date of expiration of Mortgagee's exclusive right to purchase. If, for any reason, Mortgagor fails to consummate such sale within the aforesaid time period, Mortgagor's right to sell to a third party shall terminate and Mortgagor shall be required to again offer to sell to Mortgagee on the terms and conditions hereinabove set forth.

37. Partial Releases and Subordination. In the event Mortgagee consents to any sale or refinancing of the Premises (or portion thereof) or in the event Mortgagee exercises its rights pursuant to Section 36 of this Junior Mortgage to provide financing or to acquire the Premises (or a portion thereof), Mortgagee shall, upon Mortgagor's request and at Mortgagor's sole cost and expense:

A. upon the consummation of each closing of a sale of individual parcels comprising a portion of the Premises, release such parcel from the lien hereof, provided, that:

- (i) No Default has occurred hereunder and is then continuing and no event has occurred which, with the giving of notice or passage of time, or both, could give rise to a Default hereunder (unless such event or condition has been cured within the applicable cure period, if any); and
- (ii) Mortgagee has received the required Net Proceeds (as hereinafter defined) with respect to each transaction; and
- (iii) Mortgagee is furnished (upon Mortgagee's request) with an endorsement (in form and substance reasonably satisfactory to Mortgagee) issued by the title insurance company which insures the priority of the lien hereof, insuring that such release will not affect the priority of the lien of this Mortgage on the portion of the Premises not so released and will not adversely affect the zoning or subordination conformity of any remaining parcel of the Premises; if less than the entire parcel is released;

and

B. upon the consummation of each financing of individual parcels comprising a portion of the Premises, subordinate the lien of the Mortgage hereof to the lien of the Mortgage securing such new financing provided that:

- (i) No Default has occurred hereunder and is then continuing and no event has occurred which, with the giving of notice or passage of time, or both, could give rise to a Default hereunder (unless such event or condition has been cured within the applicable cure period, if any); and
- (ii) Mortgagee has received the required Net Proceeds (as hereinafter defined) with respect to each transaction; and
- (iii) The subordination is accomplished by a subordination agreement reasonably satisfactory to Mortgagee in all respects.

The term "Net Proceeds" shall mean (i) the gross sales price of each parcel comprising a portion of the Premises less such usual and customary closing costs allocable to the sale of such parcel as may be incurred by Mortgagor and approved by Mortgagee in connection with such sale (which closing costs may include brokerage commissions not exceeding 3% of the gross sale

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price of such parcel), or (ii) the gross proceeds received from any additional financing or a refinancing of indebtedness encumbering a parcel less such usual and customary costs and fees incurred in connection with such financing as approved by Mortgagee and the amount necessary to repay the debt refinanced or (ii) the gross proceeds received from the issuance or sale of partnership interests in the partnership which is the beneficiary of Mortgagor to any party, less such reserves for operations and such usual and customary costs and fees incurred in connection with such sale or issuance incurred by beneficiary of Mortgagor and approved by Mortgagee, and (iv) all residual interests of the beneficiary of Mortgagor from whatever source derived.

38. Distribution of Net Proceeds. In the event Mortgagee consents to any Prohibited Transfer, all Net Proceeds, if any, generated shall be distributed as follows:

- (a) The first one million dollars (\$1,000,000.00) of Net Proceeds shall be paid to Mortgagee, and of the amount so received nine hundred fifty thousand dollars (\$950,000.00) shall be applied by Mortgagee to reduce the principal indebtedness secured by this Junior Mortgage and fifty thousand dollars (\$50,000.00) shall be applied by Mortgagee to reduce the indebtedness secured by the Mortgage, and a partial release of those parcels sold shall be granted, or the lien of this Junior Mortgage shall be subordinated to the lien of the mortgage securing the new financing in the case of a new refinancing, as the case may be for no additional consideration;
- (b) The next available Net Proceeds up to an additional one million seven hundred thousand dollars (\$1,700,000.00) may be retained by Mortgagor and a partial release of the lien of this Junior Mortgage for the parcel(s) sold, or a subordination of the Lien of this Junior Mortgage for the parcel refinanced shall be granted for no additional consideration if and only if: both (i) the debt service coverage ratio the amount determined by dividing: the net operating income generated from the Premises for the twelve month period next preceeding the sale or refinancing transaction less the amount of the Reserve for Replacement required for such twelve month period under this Junior Mortgage for such period, divided by the total amount required for the twelve month period next preceding the closing of the sale or refinancing transaction to pay principal and interest (other than the Additional Interest) due under the Junior Note secured by this Junior Mortgage and under the Note secured by the Mortgage) as determined by Mortgagee is equal to or greater than 1.2 ("Debt Service Coverage Ratio"), and (ii) the loan to value ratio on the remaining parcels comprising the Premises (hereinafter "Remaining Collateral") as determined by Mortgagee is 75% or less ("Loan to Value Ratio"). [The Loan to Value Ratio and the Debt Service Coverage Ratio are sometimes hereinafter collectively referred to as the "Ratios"]. However, notwithstanding the foregoing, in the event that Mortgagee determines that either the Debt Service Ratio is less than 1.2 or that the Loan to Value Ratio is 76% or more, or that both Ratios are not being maintained at the levels herein required (hereinafter the "Minimum Standard Ratio Requirements"), then Mortgagee shall execute and deliver partial releases of the lien of this Junior Mortgage in connection with a sale, or subordination agreements in connection with a financing, as the case may be, only upon Mortgagee's receipt of an amount to be credited to the principal balance due under the Senior Loan Documents which Mortgagee may in its sole judgment determine is necessary in order to maintain

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the Ratios at the Minimum Standard Ratio Requirement, and the balance of the Net Proceeds, if any, up to \$1,700,000 may be retained by Mortgagor.

- (c) The next available Net Proceeds shall be paid as follows: (i) until such time as Mortgagor has paid to Mortgagee all sums due under the Senior Loan Documents, an amount equal to: (x) 75% of the next available Net Proceeds shall be paid to Mortgagee and shall be applied by Mortgagee to reduce the indebtedness due under the Senior Loan Documents and a partial release of the lien of this Mortgage for the parcel(s) sold or a subordination of the lien of this Junior Mortgage for the parcel refinanced shall be granted if and only if: both the Debt Service Coverage Ratio as determined by Mortgagee is equal to or greater than 1.2 and the Loan to Value Ratio as determined by Mortgagee is 75% or less. In the event that Mortgagee determines that both Ratios are not being maintained at the Minimum Standard Ratio Requirements, then Mortgagee shall execute and deliver Partial Releases in connection with a sale or Subordination Agreements in connection with a financing, as the case may be, only upon Mortgagee's receipt of an amount to be credited to the principal balance due under the Senior Loan Documents which Mortgagee may in its sole judgment determine, is necessary in order to maintain the Ratios at the Minimum Standard Ratio Requirements, thereafter (y) 6.25% of the next available Net Proceeds shall be paid to Mortgagee and retained by Mortgagee as Additional Interest due under the Junior Note, and (z) an amount equal to 18.75% of the next available Net Proceeds may be retained by Mortgagor; (ii) at such time as Mortgagor has paid to Mortgagee all sums due under the Senior Loan Documents, an amount equal to 25% of the next available Net Proceeds shall be paid to Mortgagee and retained by Mortgagee as Additional Interest due under the Junior Note and a partial release of the lien of this Mortgage for the parcel(s) sold or refinanced shall be granted, and an amount equal to 75% of the next available Net Proceeds may be retained by Mortgagor.

39. No Partnership or Joint Venture. Mortgagor acknowledges and agrees that in no event shall Mortgagee be deemed to have any legal relationship with Mortgagor other than in its capacity as a lender, including, without limitation, in connection with the Indebtedness Secured Hereby or the Premises or on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Junior Mortgage or pursuant to any other instrument or document securing any portion of the Indebtedness Secured Hereby or on account of the manner provided in the Junior Note for the payment of interest or the obligation to pay Additional Interest or any Release Price for a release or partial release of this Junior Mortgage, or otherwise. Additionally, Mortgagor covenants and agrees that it will not take any action or assert or maintain any position at any time inconsistent with the foregoing.

40. Prior Loan. This Junior Mortgage and the rights of the holder hereof and the rights of the holder of the indebtedness secured by this Junior Mortgage are and at all times shall be and remain subject, subordinate and inferior in right, claim and lien to the rights, liens and claims afforded by the Mortgage of even date herewith, made by Mortgagor, in favor of Mortgagee, which Mortgage secures a Note in the principal amount of \$8,000,000.00.

41. Compliance with Senior Loan Documents. Mortgagor covenants and agrees to comply with all terms and provisions of the Senior Loan Documents and nothing contained herein shall require the Mortgagee to perform any covenant or agreement contained in the Senior Loan Documents. To the extent that the

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Mortgage contains substantially similar provisions to this Junior Mortgage, compliance by Mortgagor with such similar provisions shall be deemed to be compliance hereunder. Any: (i) breach of any covenant or agreement to be performed by or on behalf of the maker of the Note or the mortgagor in the Mortgage which is not cured within the applicable cure or grace period thereunder, or (ii) any amendment or modification of the Senior Loan Documents without the prior written consent of Mortgagee, shall constitute a Default hereunder, and the Mortgagee may then declare the indebtedness secured by this Junior Mortgage immediately due and payable. Mortgagor hereby agrees to promptly reimburse the Mortgagee for all loss, cost, damage and expense, including reasonable attorneys' fees, which may be suffered or incurred by Mortgagee arising directly or indirectly out of or in connection with all of the terms and provisions of the Senior Loan Documents required to or performed by or on behalf of the maker of the Note and the mortgagor in the Mortgage. Mortgagor hereby authorizes Mortgagee, at its option, to perform any covenants, do any acts, or make any payments which are required by the terms of the Senior Loan Documents as have not been performed, done or paid, at the times required by the Senior Loan Documents. All expenses incurred and all sums paid by Mortgagee relative to the foregoing authority shall be secured hereby with interest thereon at the Default Rate and shall be payable to Mortgagee on demand. The exercise of the option by Mortgagee to perform any of said covenants, do any of said acts, or make any of said payments as aforesaid, may be made by Mortgagee prior to, simultaneously with or subsequent to the exercise of Mortgagee at the option in this Section to declare the indebtedness secured by this Junior Mortgage immediately due and payable.

42. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

43. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing and shall be deemed given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Mortgagee:

Republic Savings Bank, F.S.B.
4600 Lincoln Highway
Matteson, Illinois 60443
Attn: Robert Fahey

with a copy to:

Republic Savings Bank
200 West Madison
Chicago, Illinois 60606
Attn: John McLinden

with a copy to:

Rudnick & Wolfe
30 North LaSalle Street
Suite 2900
Chicago, Illinois 60602
Attention: William J. Ralph

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(b) If to Mortgagor:

Harris Bank Hinsdale
411 First Street
Hinsdale, Illinois 60521

with a copy to:

RDMR Partnership
c/o Metro Resources Inc.
15 Spinning Wheel & Road
Suite 122
Hinsdale, Illinois 60521

with a copy to:

Sheli Z. Rosenberg
Rosenberg & Associates, P.C.
Two N. Riverside Plaza
Chicago, IL 60606

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

44. Trustee's Exculpatory Clause. This Junior Mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Junior Note or any interest or Additional Interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Junior Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagor under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

IN WITNESS WHEREOF, Mortgagor has caused this Junior Mortgage to be duly signed, sealed and delivered this day and year first above written.

MORTGAGOR:

Harris Bank Hinsdale,
not personally, but solely
as Trustee as aforesaid

By: *Janet Hill*
Title: ASSISTANT TRUST OFFICER

ATTEST:
Swah... [Signature]
Title: ASSISTANT TRUST OFFICER

THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING TO:

William J. Ralph, Esq.
Rudnick & Wolfe
30 N. LaSalle Street
Suite 2900
Chicago, Illinois 60602

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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Sarah O. Davis, who is Assistant Trust Officer of Harris Bank Hinsdale, and Janet Hale, who is Assistant Trust Officer of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth; and the Assistant Trust Officer then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 23rd day of October 1986.

My commission expires _____

Shirley Lowes
Notary Public



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My commission expires: _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1986 OCT 28 PM 2:19

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EXHIBIT A B 4 6 5 2 3 3

Junior Mortgage

6500 Dakin P.I.N. 13-19-202-009

LOT 18 AND THE EAST 13 FEET OF LOT 17 IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

JJ. A4

6510-20 Dakin PIN 13-19-202-026-0000
13-19-202-027-0000

PARCEL 1:

LOT 14 EXCEPTING THEREFROM THE WEST 6 FEET AND THE NORTH 16 FEET; AND LOT 15, EXCEPTING THEREFROM THE EAST 4 FEET AND THE NORTH 16 FEET, ALL IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 4 FEET OF EVEN WIDTH OF LOT 15; ALL OF LOT 16 AND LOT 17 EXCEPTING THEREFROM THE EAST 13 FEET IN BLOCK 2 OF ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6545 Irving Park P.I.N. 13-19-202-023-0000

LOT 8 (EXCEPT THE EAST 9 FEET THEREOF) AND LOT 9 IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THE VACATED 16 FOOT ALLEY LYING SOUTH AND ADJOINING THE AFORESAID PREMISES, ALL IN COOK COUNTY, ILLINOIS.

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3945 Neenah P.I.N. 13-19-202-024

THAT PART OF LOT 10 (EXCEPT THE EAST 35 FEET THEREOF AND EXCEPT THE NORTH 16 FEET THEREOF), LOT 11 (EXCEPT THE EAST 35 FEET THEREOF) AND LOT 12 (EXCEPT THE EAST 35 FEET THEREOF) IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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6633 Irving Park PIN 13-19-200-009
6635 Irving Park PIN 13-19-201-008
6639 Irving Park PIN 13-19-201-007

LOTS 22, 23, 24 AND 25 IN BLOCK 1 IN D. S. DUNNING'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6530 Dakin 13-19-202-005

THE EAST 35.0 FEET OF LOT 10 (~~EXCEPT THE NORTH 16.0 FEET THEREOF~~) AND THE EAST 35.0 FEET OF LOTS 11 AND 12 AND 13 (~~EXCEPT THE NORTH 16.0 FEET THEREOF~~) AND THE WEST 6.0 FEET OF LOT 14 (~~EXCEPT THE NORTH 16.0 FEET THEREOF~~) ALL IN BLOCK 2 IN ANDREW DUNNING'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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1500-32 Algonquin, P.I.N. 08-23-202-013-0000

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ALL THAT PART OF LOT 3 IN LINNEMANN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTH EAST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 3 WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS DEDICATED BY DOCUMENT 11195787; THENCE WEST AND NORTH ALONG THE NORTHERLY LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1996.48 FEET 469.44 FEET, ARC MEASURE TO A POINT OF TANGENT; THENCE NORTH 62 DEGREES, 40 MINUTES, 50 SECONDS WEST ALONG THE NORTHERLY LINE OF ALGONQUIN ROAD, TANGENT WITH THE LAST DESCRIBED CURVED LINE, 110.0 FEET; THENCE NORTH 27 DEGREES, 19 MINUTES, 10 SECONDS EAST, 100 FEET TO A POINT OF CURVE; THENCE NORTH AND EAST ALONG A CURVED LINE, TANGENT WITH THE LAST DESCRIBED LINE, CONVEX TO THE EAST AND HAVING A RADIUS OF 808.0 FEET, 121.0 FEET, ARC MEASURE; THENCE SOUTH 67 DEGREES, 05 MINUTES, 16 SECONDS EAST, 480.95 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, 228.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 228.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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PARCEL 1:

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LOT 1 IN GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK A SUBDIVISION OF
PART OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

BEGINNING AT A POINT ON THE SOUTH LINE OF MAIN STREET (WHICH BEARS DUE
EAST AND WEST, FOR THE PURPOSE OF THIS DESCRIPTION), DISTANT 58.50 FEET
NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE
MOST SOUTHEASTERLY OR SOUTH-BOUND MAIN TRACK OF THE CHICAGO AND NORTH
WESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED;
THENCE SOUTH 30 DEGREES, 19 MINUTES, 38 SECONDS WEST A DISTANCE OF
115.80 FEET; THENCE SOUTH 39 DEGREES, 03 MINUTES 08 SECONDS WEST A
DISTANCE OF 386.75 FEET; THENCE DUE SOUTH A DISTANCE OF 47.62 FEET;
THENCE NORTH 39 DEGREES, 03 MINUTES, 08 SECONDS EAST, A DISTANCE OF 412
FEET, MORE OR LESS, TO A POINT DISTANT 25 FEET NORTHWESTERLY, MEASURED
AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR
NORTH-BOUND MAIN TRACK OF SAID TRANSPORTATION COMPANY, AS NOW LOCATED;
THENCE NORTHEASTERLY PARALLEL WITH THE LAST SAID MAIN TRACK CENTER
LINE, A DISTANCE OF 123 FEET, MORE OR LESS, TO A POINT ON THE SOUTH
LINE OF SAID MAIN STREET; THENCE DUE WEST ALONG SAID SOUTH LINE OF MAIN
STREET, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,
EXCEPTING THEREFROM THAT PART, IF ANY, LYING SOUTHEASTERLY OF A LINE
PARALLEL WITH AND DISTANT 15 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES
FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION
COMPANY YARD TRACK ICC NO. B-23, AS NOW LOCATED, BEING THE FIRST TRACK
EASTERLY OF THE ABOVE DESCRIBED REAL ESTATE, ALL IN COOK COUNTY,
ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY

-SCHEDULE A CONTINUED-

PARCEL 1:

THAT PART OF BLOCK 1, IN PARKER'S ADDISON INDUSTRIAL DISTRICT (UNIT NUMBER ONE), BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1946 AS DOCUMENT 506505, LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF BLOCK 1, 10.03 FEET EAST OF THE NORTH WEST CORNER OF THE EAST 300.0 FEET OF BLOCK 1 TO A POINT IN THE SOUTH LINE OF BLOCK 1, 9.76 FEET EAST OF THE SOUTH WEST CORNER OF THE EAST 300.0 FEET OF BLOCK 1, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR BENEFIT OF PARCEL 1 FOR PARTY WALL AND PARTY WALL EXTENSION UPON, THROUGH AND UNDER THE WEST 10 INCHES OF THE FOLLOWING DESCRIBED LAND AS SET FORTH IN PARTY WALL AGREEMENT DATED JUNE 24, 1966 AND RECORDED JUNE 25, 1966 AS DOCUMENT R66-24890 IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, THE EAST 300.0 FEET OF BLOCK 1 IN PARKER'S ADDISON INDUSTRIAL DISTRICT, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1946 AS DOCUMENT 506505, EXCEPT THAT PART OF THE EAST 300.0 FEET OF BLOCK 1, LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF BLOCK 1, 10.03 FEET EAST OF THE NORTH WEST CORNER OF SAID EAST 300.0 FEET OF BLOCK 1, TO A POINT IN THE SOUTH LINE OF BLOCK 1, 9.76 FEET EAST OF THE SOUTH WEST CORNER OF SAID EAST 300.0 FEET OF BLOCK 1, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 300.0 FEET (IN WIDTH) OF BLOCK 1 OF PARKER'S ADDISON INDUSTRIAL DISTRICT UNIT NUMBER 1, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT RAILROAD) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1946 AS DOCUMENT 506505, IN DUPAGE COUNTY, ILLINOIS; EXCEPT THAT PART LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF BLOCK 1, 10.03 FEET EAST OF THE NORTH WEST CORNER OF THE EAST 300.0 FEET OF BLOCK 1 TO A POINT IN THE SOUTH LINE OF BLOCK 1, 9.76 FEET EAST OF THE SOUTH WEST CORNER OF THE EAST 300.0 FEET OF BLOCK 1 IN DUPAGE COUNTY, ILLINOIS.

15-47 Fullerton Addison, Ill

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6620 Dakin 13-19-201-031-0000

THE SOUTH 149.80 FEET OF LOTS 6 AND 7 AND THE SOUTH 149.60 FEET OF THE WEST 0.94 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE AND LOT 25 IN BLOCK 1 IN D. S. DUNNING'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6610 Dakin P. I. N. 13-19-201-031-0000

THE SOUTH 149.80 FEET OF LOT 8 (EXCEPT THE WEST 0.94 FEET THEREOF) AND THE NORTH 0.53 FEET OF THE SOUTH 150.33 FEET OF THE EAST 11 FEET OF SAID LOT 8, TOGETHER WITH THE SOUTH 150.33 FEET OF LOT 9 AND THE SOUTH 150.33 FEET OF LOT 10 (EXCEPT THE EAST 19.15 FEET OF SAID LOT 10), ALL IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE, AND LOT 25 IN BLOCK 1 IN D. S. DUNNING'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 WHICH IS 1292.6 FEET (1298.50 MEASURED) WEST OF THE NORTH EAST CORNER OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE SOUTH ALONG A CENTER LINE OF THE MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY, A DISTANCE OF 406.44 FEET TO THE NORTH LINE OF WEST DAKIN STREET; THENCE EAST ALONG THE NORTH LINE OF WEST DAKIN STREET, A DISTANCE OF 85 FEET, THENCE NORTH ON A LINE PARALLEL WITH AND 85 FEET EAST OF THE CENTER LINE OF SAID TRACK, A DISTANCE OF 406.61 FEET TO THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 A DISTANCE OF 85 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 33 FEET LYING IN WEST IRVING PARK ROAD) TOGETHER WITH THAT PART OF THE WEST 3 RODS OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 LYING SOUTH OF THE NORTH 33 FEET OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 AND LYING NORTH OF THE NORTH LINE OF WEST DAKIN STREET AND LYING WEST OF THE CENTER LINE OF SAID CHICAGO SUBURBAN RAILWAY;

PARCEL 2:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 WHICH IS 1292.6 FEET (1298.5 MEASURED) WEST OF THE NORTH EAST 1/4 CORNER OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE SOUTH ALONG THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY, DISTANCE OF 472.44 FEET TO THE SOUTH LINE OF WEST DAKIN STREET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE CENTER OF SAID TRACK, A DISTANCE OF 187.56 FEET TO A POINT 660 FEET SOUTH OF THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4; THENCE EAST AT RIGHT ANGLES TO SAID CENTER LINE OF SAID TRACK, A DISTANCE OF 85 FEET; THENCE NORTH ON A LINE PARALLEL WITH AND 85 FEET EAST OF SAID CENTER LINE A DISTANCE OF 187.39 FEET TO THE SOUTH LINE OF WEST DAKIN STREET; THENCE WEST ALONG THE SOUTH LINE OF WEST DAKIN STREET, A DISTANCE OF 85 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PART OF THE WEST 3 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 19, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF AFORESAID TRACK FROM A POINT 660 FEET SOUTH OF (MEASURED ON THE CENTER LINE OF SAID TRACK) THE NORTH LINE OF SAID NORTH EAST 1/4 OF THE NORTH EAST 1/4 AND LYING SOUTH OF THE SOUTH LINE OF WEST DAKIN STREET AND LYING WEST OF THE CENTER LINE OF SAID MAIN TRACK OF THE CHICAGO SUBURBAN RAILWAY;

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE

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NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (BUT EXCLUDING FROM THE FOREGOING PARCEL 3, THE FOLLOWING PARCELS A, B: ~~AND C~~:

(A) THE SOUTH 149.80 FEET OF LOTS 6 AND 7 AND THE SOUTH 149.80 FEET OF THE WEST 0.94 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

~~(B) THAT PART OF PARCEL 3, IF ANY, WHICH FALLS IN THE ENCLOSURE IMMEDIATELY NORTH OF AND CONTIGUOUS TO THE PREMISES DESCRIBED IN PARCEL 1 ABOVE BEGINNING WITH THE WEST LINE OF THE BUILDING SITUATED UPON SAID PREMISES AND HAVING APPROXIMATELY DIMENSIONS OF 42 FEET EAST AND WEST AND 10 FEET NORTH AND SOUTH WHICH WAS FORMERLY A CONCRETE RAMP OR LOADING PLATFORM AND WHICH ENCLOSURE PRESENTLY CONTAINS A SO-CALLED EXPLOSIONPROOF WHICH WAS ERECTED BY LESSEE;~~

(B) THE SOUTH 149.80 FEET OF LOT 8 (EXCEPT THE WEST 0.94 FEET THEREOF) AND THE NORTH 0.53 FEET OF THE SOUTH 150.33 FEET OF THE EAST 11 FEET OF SAID LOT 8, TOGETHER WITH THE SOUTH 150.33 FEET OF LOT 9 AND THE SOUTH 150.33 FEET OF LOT 10 (EXCEPT THE EAST 19.15 FEET OF SAID LOT 10) ALL IN THE RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE AND LOT 26 IN BLOCK 1 IN D. S. DUNNINGS SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

ALL THAT PART OF THE PUBLIC ALLEY RUNNING EAST AND WEST THROUGH SAID RESUBDIVISION AND ALL THAT PART OF THE NORTH 36TH AVENUE LYING EAST OF AND ADJOINING SAID BLOCK 1 AND BETWEEN THE SOUTH LINE OF IRVING PARK BOULEVARD AND THE NORTH LINE OF DAKIN AVENUE, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 5:

P.L.N. 13-19-205-005

ALL THAT PART OF VACATED NORTH NEENAH AVENUE BEING 66 FEET IN WIDTH LYING WEST OF AND ADJOINING THE WEST LINE OF THAT PART OF LOT 'A' RUNNING SOUTH FROM THE MOST NORTHERLY LINE OF SAID LOT AND LYING SOUTH OF AND ADJOINING THE SAID MOST NORTHERLY LINE OF LOT 'A' PRODUCED WEST 66 FEET, SAID DESCRIBED LINE BEING IDENTICAL WITH THE SOUTH LINE OF WEST DAKIN STREET IN MOUNT OLIVE CEMETERY ASSOCIATION'S CONSOLIDATION, BEING A CONSOLIDATION OF PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF PUBLIC STREET HEREIN BEING FURTHER DESCRIBED AS ALL THAT PART OF NORTH NEENAH AVENUE LYING BETWEEN WEST DAKIN STREET AND THE SOUTHERLY TERMINUS OF SAID NORTH NEENAH AVENUE APPROXIMATELY 187.34 FEET SOUTH THEREOF, AS MEASURED ALONG THE EAST LINE OF SAID STREET, ALL IN COOK COUNTY, ILLINOIS.

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P.I.N.

4100-28 Nashville 13-18-409-004

THAT PART OF THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 1273.42 FEET WESTERLY OF THE SOUTH EAST CORNER THEREOF THENCE NORTH 0 DEGREES, 10 MINUTES, 23 SECONDS WEST 14.14 FEET ALONG A LINE DRAWN

PERPENDICULARLY TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THENCE NORTHERLY 350.641 FEET ALONG THE ARC OF A CIRCLE 980.37 FEET RADIUS CONVEX TO THE NORTH EAST AND THE TANGENT TO THE LAST DESCRIBED LINE THENCE NORTH 25 DEGREES, 39 MINUTES, 57 SECONDS WEST ALONG THE LINE TANGENT TO SAID ARC 1.49 FEET THENCE NORTHWESTERLY 254.82 FEET ALONG THE ARC OF A CIRCLE 920.37 FEET RADIUS CONVEX TO THE SOUTH WEST TANGENT TO THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND.

THENCE CONTINUING ALONG THE LAST DESCRIBED ARC 80.752 FEET THENCE NORTH ALONG A LINE TANGENT TO LAST DESCRIBED ARC A DISTANCE OF 451.83 FEET THENCE SOUTH 89 DEGREES, 49 MINUTES, 37 SECONDS WEST 206.60 FEET THENCE SOUTH 451.21 FEET THENCE SOUTHEASTERLY 136.79 FEET ALONG THE ARC OF A CIRCLE OF 1136.97 FEET RADIUS CONVEX TO THE SOUTH WEST TANGENT TO THE LAST DESCRIBED LINE AND DRAWN 206.60 FEET (MEASURED RADially) SOUTHWESTERLY OF THE CONCENTRIC WITH THE LAST DESCRIBED ARC THENCE NORTH 74 DEGREES, 32 MINUTES, 53 SECONDS EAST 209.456 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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6600-06 Irving Park (includes 4001-10
Nashville and 4030-40 Nashville)

THAT PART OF THE FRACTIONAL SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTH EAST 1/4, 1273.42 FEET WESTERLY OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 0 DEGREES 10 MINUTES 23 SECONDS WEST, 14.14 FEET ALONG A LINE DRAWN PERPENDICULARLY TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE NORTHWESTERLY 350.641 FEET ALONG THE ARC OF A CIRCLE OF 950.37 FEET RADIUS CONVEX TO THE NORTH EAST AND TANGENT TO THE LAST DESCRIBED LINE; THENCE NORTH 20 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG A LINE TANGENT TO THE SAID ARC 1.49 FEET; THENCE NORTHWESTERLY 254.82 FEET ALONG THE ARC OF A CIRCLE OF 930.37 FEET, RADIUS CONVEX TO THE SOUTH WEST AND TANGENT TO THE LAST DESCRIBED LINE; THENCE SOUTH 74 DEGREES 32 MINUTES 53 SECONDS WEST 209.456 FEET TO A POINT ON THE ARC OF A CIRCLE OF 1136.97 FEET RADIUS, CONVEX TO THE SOUTH WEST AND DRAWN 206.60 FEET (MEASURED RADIIALLY) SOUTHWESTERLY OF AND CONCENTRIC WITH THE LAST DESCRIBED ARC; THENCE SOUTHEASTERLY 273.30 FEET ALONG SAID CONCENTRIC ARC; THENCE SOUTH 20 DEGREES 39 MINUTES 57 SECONDS EAST ALONG A LINE TANGENT TO SAID CONCENTRIC ARC 1.49 FEET; THENCE SOUTHEASTERLY 276.75 FEET ALONG THE ARC OF A CIRCLE OF 773.77 FEET RADIUS, CONVEX TO THE NORTH EAST AND TANGENT TO THE LAST DESCRIBED LINE, TO A POINT 14.14 FEET NORTHERLY OF THE SOUTH LINE OF SAID SOUTH EAST 1/4, SAID POINT BEING ON A LINE DRAWN PERPENDICULARLY TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, THROUGH A POINT ON SAID SOUTH LINE 206.60 FEET WESTERLY OF THE HEREIN DESIGNATED PLACE OF BEGINNING, THENCE SOUTH 0 DEGREES 10 MINUTES 23 SECONDS EAST ALONG SAID PERPENDICULARLY LINE 14.14 FEET TO THE AFORESAID POINT ON THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 49 MINUTES 37 SECONDS EAST ALONG SAID SOUTH LINE 206.60 FEET TO SAID PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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13-18-409-008

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THAT PART OF THE SOUTH EAST FRACTIONAL SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD (BEING A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4) WITH A LINE DRAWN 181.60 FEET WESTERLY OF AND CONCENTRIC WITH THE HEREINAFTER DESCRIBED LINE BEING THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT OF INTERSECTION BEING 1480.135 FEET WEST OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 18 (AS MEASURED ALONG THE NORTH LINE OF SAID WEST IRVING PARK ROAD); THENCE NORTHWESTERLY 192.620 FEET ALONG SAID CONCENTRIC LINE, BEING THE ARC OF A CIRCLE OF 773.77 FEET RADIUS CONVEX TO THE NORTH EAST (AND WHOSE CHORD BEARS NORTH 8 DEGREES, 42 MINUTES, 05² SECONDS WEST) TO THE POINT OF INTERSECTION WITH A LINE DRAWN 190.0 FEET (MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 89 DEGREES, 49 MINUTES, 37 SECONDS WEST, ALONG SAID PARALLEL LINE 381.00 FEET; THENCE SOUTH 0 DEGREES, 10 MINUTES, 23 SECONDS EAST ALONG A LINE DRAWN PERPENDICULARLY TO SAID NORTH LINE 190.0 FEET TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE NORTH 89 DEGREES, 49 MINUTES, 37 SECONDS EAST ALONG SAID NORTH LINE 409.43 FEET TO THE POINT OF BEGINNING

THE AFORESAID FORMER CENTER LINE OF THE RAILROAD TRACK BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 18, SAID POINT BEING 1298.31 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 0 DEGREES, 10 MINUTES, 23 SECONDS WEST ALONG A LINE DRAWN PERPENDICULARLY TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 14.14 FEET; THENCE NORTHWESTERLY 141.703 FEET ALONG THE ARC OF A CIRCLE OF 955.37 FEET RADIUS CONVEX TO THE NORTH EAST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 20 DEGREES, 39 MINUTES, 57 SECONDS WEST ALONG A LINE TANGENT TO LAST DESCRIBED ARC A DISTANCE OF 1.49 FEET; THENCE NORTHWESTERLY 344.592 FEET ALONG THE ARC OF A CIRCLE OF 955.37 FEET RADIUS CONVEX TO THE SOUTH WEST AND TANGENT TO LAST DESCRIBED COURSE; THENCE NORTH ALONG A LINE TANGENT TO LAST DESCRIBED ARC A DISTANCE OF 798.075 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 1500.00 FEET (AS MEASURED ALONG SAID CENTER LINE) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 (AS MEASURED ALONG SAID PARALLEL LINE); ALL IN COOK COUNTY, ILLINOIS.

said point of intersection being 1,416.96 feet westerly of the East line of said South East 1/4 (as measured along said parallel line), in Cook County, Ill.

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