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VILLAGE OF FRANKLIN PARK, ILLINOIS

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AND

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
as Predecessor Fiscal Agent  
FIRST NATIONAL BANK OF HIGHLAND PARK,  
as Successor Fiscal Agent

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AMENDED AND RESTATED  
AGENCY AGREEMENT AND ASSIGNMENT

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Dated as of July 1, 1986

\$4,500,000  
Village of Franklin Park  
Economic Development Revenue Bond  
(Weimarc Company Project),  
Series 1984

86497287

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This Instrument Prepared By:  
John P. Fenner  
Arnstein, Gluck, Lehr,  
Barron & Milligan  
7500 Sears Tower  
Chicago, Illinois 60606

Property Index No.:

Box  
378  
RJR

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## AMENDED AND RESTATED AGENCY AGREEMENT AND ASSIGNMENT

THIS AGREEMENT, dated as of July 1, 1986 by and between the VILLAGE OF FRANKLIN PARK, a body corporate and politic and a non-home rule municipality of the State of Illinois, having an office for business at 9545 West Belmont Avenue, Franklin Park, Illinois 60131, (the "Issuer") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having an office at 33 North LaSalle Street, Chicago, Illinois 60690, as predecessor Fiscal Agent (the "Predecessor Fiscal Agent"), FIRST NATIONAL BANK OF HIGHLAND PARK, having an office at 513 Central Avenue Highland Park, Illinois 60035, as successor Fiscal Agent (the "Successor Fiscal Agent") and current bondholder:

WITNESSETH

### PRELIMINARY STATEMENT

1. The Issuer has issued its limited obligation Economic Development Revenue Bond (Weimarc Company Project), Series 1984, in the principal amount of \$4,500,000 (the "Bond"), and American National Bank and Trust Company of Chicago, as Bondholder, has purchased the Bond. The Bond was subsequently transferred to First National Bank of Highland Park, which presently holds the Bond (the "Bondholder").

2. The Issuer has used the proceeds of the Bond to finance a project for Weimarc Company (the "Company"). The Issuer, First National Bank of Highland Park, as Trustee under a Trust Agreement dated December 6, 1984, and known as Trust Number 3814 (the "Land Trust"), and the Company have entered into a Mortgage and Loan Agreement dated as of December 1, 1984 with respect to the real property described in the attached Exhibit A, recorded on December 18, 1984 as Document 27375441 with the Recorder of Deeds of Cook County, Illinois (the "Loan Agreement"), pursuant to which the Company has delivered a Note (the "Note") to the Issuer in the principal amount of the Bond. The Loan Agreement and the Note provide for the Company to make payments equal to principal and interest payments on the Bond, and to make certain other payments.

3. It is necessary to engage a Financial Institution (hereinafter defined) to hold the Note as security for the Bond and also to hold and disburse the proceeds of the Bond and certain other moneys derived from the Project, and, since the Bond has been transferred to First National Bank of Highland Park, the parties hereto wish that First National Bank of Highland Park become the Successor Fiscal Agent.

4. Because the Bond is issuable only as a single registered bond and has been sold to a Financial Institution, the Issuer and the Bondholder agree that the expense and formality of

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a trust indenture to secure the Bond are not necessary. The Issuer and the Bondholder intend that this Agreement will serve in lieu of a trust indenture and that, by this Agreement, the Bondholder will serve as the party to hold the Note and to hold and disburse funds as, and under the title of, "Fiscal Agent" for the Issuer.

5. It is expected that (under most circumstances) if the Bond is further transferred, it will be transferred to another Financial Institution which will become the Fiscal Agent hereunder, but the parties hereto wish to provide for other contingencies as set forth in Section 17 of this Agreement.

6. Pursuant to a Guaranty Agreement dated as of December 1, 1984 (the "Guaranty") from the Company, Olmarc Packaging Company, W. M. Sales Corporation and Industrial Management Company (collectively, the "Guarantors") to the Issuer and the Bondholder, the Guarantors have guaranteed payment of principal of and interest on the Bond when due, and the performance of all of the terms and conditions of the Basic Documents.

7. The parties hereto wish to assign the Note and Mortgage to the Successor Fiscal Agent, to transfer the other collateral held by the Predecessor Fiscal Agent and to establish First National Bank of Highland Park as Fiscal Agent for the Bond.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Issuer, the Predecessor Fiscal Agent and the Successor Fiscal Agent agree as follows:

## ASSIGNMENT OF MORTGAGE AND LOAN AGREEMENT

The Issuer and the Predecessor Fiscal Agent, in accordance with the provisions of the Bond Resolution (in consideration of the purchase of the Bond in the principal amount of \$4,500,000, and (i) to secure the Issuer's obligations under the Bond and hereunder, (ii) to further secure the Company's obligations under the Loan Agreement and the Note) and (iii) to transfer the security for the Bond from the Predecessor Fiscal Agent to the Successor Fiscal Agent, do hereby (and without recourse) sell, assign and transfer, (and the Issuer pledges, grants a security interest in, sets over and mortgages) the following:

### I

The Note (possession of which has been delivered to the Successor Fiscal Agent), all of the Issuer's and the Successor Fiscal Agent's right, title and interest in and to the Note, the Loan Agreement, the Guaranty and the Escrow Agreement, including without limitation all Loan Payments, revenues and receipts, and all rents, revenues and receipts due or to become due from the Project (as defined in the Loan Agreement) and from the Loan Agreement, from all payments under the Guaranty and the proceeds

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of insurance policies and condemnation awards received from or arising in connection with the Project or the Loan Agreement, EXCEPT for the Issuer's right to exercise in its own behalf the rights and remedies after certain Events of Default provided for in Article VII of the Loan Agreement, and except for those amounts paid by or payable to the Issuer for its own account or directly to the appropriate taxing authorities under Sections 4.3, 4.4, 4.5 and 6.2 of the Loan Agreement and such other amounts likewise paid by or payable to the Issuer for its own account in accordance with the provisions of the Loan Agreement;

## II

The Issuer's Project Fund provided for hereby (see Section 4) and to be held by the Successor Fiscal Agent;

## III

All the Predecessor Fiscal Agent's right, title and interest (as Fiscal Agent or as Bondholder) in and to the Security Agreement dated as of December 1, 1984 from the Company to the Predecessor Fiscal Agent and the Collateral Assignment of Beneficial Interest dated as of December 14, 1984 from the Company to the Predecessor Fiscal Agent; and

## IV

Any and all other property of every kind and nature from time to time conveyed, mortgaged, pledged, assigned or transferred (by delivery or writing) as additional security hereunder by the Issuer, the Company or any other person, firm or corporation (with or without the consent of the Issuer), including the beneficial interest in the Land Trust assigned by the Assignment of Beneficial Interest dated December 14, 1984 from the Company to the Issuer; all to the Successor Fiscal Agent, to hold for itself as Bondholder and for any subsequent Bondholder, as agent and in trust. The Successor Fiscal Agent is hereby authorized to receive any such property and to hold and apply the same subject to the terms hereof.

Section 1. Definitions and Interpretation. (a) Definitions. Except as hereinafter provided, for the purposes of this Agreement, all words and terms defined in the preambles to the Loan Agreement or in Article I of the Loan Agreement shall have the same meanings and be construed herein as in the Loan Agreement. Reference herein to any provisions of the Loan Agreement shall be deemed to incorporate such provisions as part hereof as if fully set forth herein.

In addition, in this Agreement, the following terms shall have the following meanings:

Accredited Investor means any commercial bank, savings bank, savings and loan association, federally insured credit union or

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insurance company, having assets of at least \$10,000,000, or any individual or institution described as an "Accredited Investor" under Rule 215 (Regulation §230.215) of the Securities Act of 1933, as amended.

Bond shall have the meaning set forth in the Preliminary Statement hereto.

Bondholder means American National Bank and Trust Company of Chicago and its successors and assigns, as holder or owner of the Bond.

Bond Resolution means the Resolution 8485 R 40, duly adopted by the Issuer on December 17, 1984, authorizing issuance and sale of the Bond.

Code means the Internal Revenue Code of 1954, as amended including the regulations thereunder.

Escrow Agent means Chicago Title and Trust Company.

Escrow Agreement means that agreement between the Predecessor Fiscal Agent, the Company, and the Title Company referred to in Section 2.3 of the Agreement under which Project Costs relating to the construction and renovation of the Project are to be disbursed.

Financial Institution means the Fiscal Agent or any commercial bank, trust company, savings and loan association or savings bank having assets of at least \$20,000,000.

Fiscal Agent shall mean the Successor Fiscal Agent.

Loan Agreement shall have the meaning set forth in the Preliminary Statement hereto.

Loan Payments means those payments made by the Company under the Note and the Loan Agreement described in Section 3.3 of the Loan Agreement.

Note shall have the meaning set forth in the Preliminary Statement hereto.

Project means the facilities financed by the Bond as set forth in the preambles to the Loan Agreement and shall also include the real property and interests therein described in Exhibit A to the Loan Agreement and the buildings, structures, improvements, fixtures and related facilities located or to be located thereon, and the machinery, equipment and other fixtures and personal property as described in Exhibit B to the Loan Agreement and any replacements, structures, improvements, substitutions and additions thereto, acquired, constructed and installed as provided in the Loan Agreement, except for Company Property as defined under subsection 4.1(c) of the Loan Agreement.

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Project Costs means those costs set forth in subsection 5(b) hereof.

(b) Construction. The provisions of Section 1.2 of the Loan Agreement shall be applied to this Agreement in the same manner as they are applied therein to the Loan Agreement.

(c) Rights Hereunder. Nothing herein expressed or implied is intended or shall be construed to confer upon, or to give to any person other than the Issuer, the Bondholder, the Fiscal Agent and the Company any right, remedy or claim hereunder or by reason hereof. All covenants, stipulations and agreements herein contained by and entered into on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Company, the Fiscal Agent and any subsequent Bondholder.

Section 2. Term. This Agreement shall become effective upon its execution and delivery and shall remain in full force until the Loan Agreement is terminated and the obligations of the Fiscal Agent hereunder are completed.

Section 3. Appointment. The Issuer hereby makes, constitutes and appoints the Fiscal Agent as its true and lawful agent with respect to the Project and with respect to the Bond, and the Fiscal Agent hereby accepts such appointment. Any entity into which the Fiscal Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any entity to which it may sell or transfer all or substantially all of its assets, shall be the successor to the Fiscal Agent without the execution or filing of any paper or the performance of any further act, provided such entity is a Financial Institution (unless the Issuer shall otherwise consent in writing) and shall be authorized by law to perform all the duties imposed upon it by this Agreement.

Section 4. Transfer of Project Fund, Payments into Project Fund. There is hereby transferred from the Predecessor Fiscal Agent to the Fiscal Agent the amounts remaining in the trust fund designated the "Village of Franklin Park Economic Development Revenue Bond (Weimarc Company Project) Project Fund" (the "Project Fund"). The proceeds of the Bond and the proceeds of insurance, condemnation or other disposition of the Project shall be deposited in the Project Fund, as provided in the Loan Agreement.

## Section 5. Application of Project Fund.

(a) Disbursement. Upon receipt of a requisition in the form specified in subsection (c) of this Section 5, the Fiscal Agent shall disburse amounts in the Project Fund in accordance with such requisition and the provisions of the Loan Agreement.



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(b) Project Costs. The Company shall instruct the Fiscal Agent to disburse funds from the Project Fund only for one or more of the following Project Costs:

(i) the initial fees and expenses of the Fiscal Agent and the financial, legal and other costs incurred by or for the account of the Issuer in connection with the authorization and issuance of the Bond;

(ii) the cost of acquisition, construction and installation of the Project as provided in the Loan Agreement. Such costs may include (A) payment for labor, services, materials, machinery, equipment and supplies used or furnishe'd in connection with the acquisition, construction and installation of the Project, (B) payment of the cost of all property deemed necessary in connection with the Project, (C) premiums for title insurance and for fire insurance during the period of construction, and (D) any other costs (including costs of architectural, engineering, legal supervisory services and other costs) properly attributed to the foregoing or in connection with the issuance of the Bond or the acquisition, construction and installation of the Project, including those costs described in Section 2.1 of the Loan Agreement; and

(iii) payments of interest on the Bond prior to the completion of the Project, if funded.

(c) Form of Requisition. The Fiscal Agent is hereby authorized to make disbursements from the Project Fund upon receipt of a requisition signed by an Authorized Officer of the Company and (for construction of the Project or for fixtures) in accordance with the Escrow Agreement. Such requisition shall instruct the Fiscal Agent to make a payment to the payee including the Escrow Agent in the amount set forth in such requisition and shall state that:

(i) none of the items for which such payment is being made has formed the basis for any prior payment from the Project Fund;

(ii) the obligation with respect to which such payment is being made has been properly incurred in accordance with the Loan Agreement and is a proper charge against the Project Fund;

(iii) the Company has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Loan Agreement, be satisfied or discharged before such payment is made (or, if the Company is aware of any such liens or rights with respect thereto, such liens or rights shall be promptly satisfied and discharged out of the payment then being made, or a bond or bonds satisfactory to the Fiscal Agent shall be posted with respect thereto, and the premium for such bond may be made out of such payment);

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(iv) such payment does not include any amount in excess of the actual cost to the Company of the items for which such payment is being requested;

(v) such payment, when added to all other payments previously made from the Project Fund, will not result in less than substantially all of the proceeds of the Bond having been expended for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation under Section 167 of the Code; and

(vi) the Company has mailed a copy of such requisition to the Issuer.

Such requisition shall be accompanied by bills, invoices, receipts or other evidence of the expenditures for which disbursement is being made satisfactory to the Fiscal Agent and the Escrow Agent (if applicable) and by an endorsement to the Bondholder's mortgage policy of title insurance covering such disbursement.

(d) Copies of Requisition. A copy of each requisition delivered to the Fiscal Agent shall be mailed by the Company to the Issuer, provided that no failure to mail any such requisition to the Issuer shall result in liability to the Issuer or the Fiscal Agent in respect of any disbursement made in reliance on such requisition.

(e) Quarterly Statements. The Fiscal Agent shall mail a quarterly statement to the Issuer and the Company until the Project Fund is closed, showing all credits to and disbursements made from the Project Fund.

Section 6. Completion of Project. The completion of the acquisition, construction and installation of the Project (or of the repair or reconstruction of the Project) and payment of all costs and expenses incident thereto shall be evidenced by the delivery to the Issuer and the Fiscal Agent of a certificate of the Company, (a) stating the date of completion of the Project, (b) stating that the Project has been completed in accordance with the plans and specifications therefor and all labor, services, materials and supplies used in the acquisition, construction and installation of the Project have been paid for or that the Fiscal Agent is thereby being instructed to retain amounts sufficient for the payment thereof, (c) stating that all other facilities necessary in connection with the Project have been completed in accordance with their plans and specifications and all costs and expenses incurred in connection therewith have been paid, (d) accompanied by an endorsement to the Fiscal Agent's title insurance policy and by a certificate of occupancy, if required, and any other permissions, licenses or consents required of governmental authorities for the occupancy and use of the Project for the purposes contemplated by the Loan Agreement, and (e) instructing the Fiscal Agent to retain the amount, if

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any, required in the Company's opinion for the payment of any remaining part of the costs of the Project. Upon the delivery of such certificate to the Fiscal Agent, the balance in the Project fund in excess of the amount, if any, stated in such certificate, shall be applied to the prepayment of the Bond on the next date prepayment thereof is permitted in accordance with the terms thereof.

Section 7. Investment of Project Fund. Amounts in the Project Fund may, to the extent then permitted by law, be invested in (a) obligations of (or guaranteed by) the United States of America or any state thereof, or (b) the general obligations of any political subdivision of the State of Illinois, or commercial paper or other corporate debt instruments, in each case having a rating of A-2, P-2, MIG-2 or A or better, as the case may be, from any nationally recognized debt rating service, or (c) negotiable or non-negotiable certificates of deposit or fully secured repurchase agreements (with respect to any of the obligations or securities referred to in subsections (a) or (b) of this Section, issued by the Fiscal Agent, or by any other bank, trust company or national banking association which is a member of the Federal Reserve System, with a capital and surplus of at least fifty million dollars (\$50,000,000) with the subject securities of such repurchase agreements being held by other than the issuer of such agreements.

Any investment herein authorized is subject to the condition that no major portion of the proceeds derived from the sale of the Bonds shall be used, directly or indirectly, in such manner as to cause any Bond to be an "arbitrage bond" within the meaning of Section 103(c)(2) of the Code. Such investments shall mature in such amounts and not later than such times as may be necessary to provide funds when needed to make payments from the Project Fund and such investments shall be made only by the Fiscal Agent at the written request of an authorized representative of the Company. Net interest or gain received from such investments shall be credited to and held in, and losses shall be charged to, the Project Fund. The Company shall bear the risk of loss of any investments made at its direction or with its consent.

Section 8. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Fiscal Agent for the account of the Project Fund and all investments made therewith shall be held by the Fiscal Agent in trust, and while held by the Fiscal Agent shall be subject to the lien and security interest created hereby.

## Section 9. The Bond.

(a) Form of the Bond. The Bond shall be substantially in the form set forth as Exhibit B attached hereto and made a part hereof as if fully set forth herein.

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(b) Payment of the Bond; Direct Payment. All payments on the Bond shall be made by the Company on behalf of the Issuer directly to the Bondholder in the manner provided in the form of the Bond set forth in Exhibit B. All Loan Payments to be made by the Company under the Loan Agreement shall be made directly to the Bondholder and applied to the payments due under the Loan Agreement, the Note and the Bond. Such Loan Payments shall be deemed to be payments by the Issuer on the Bond, as well as Loan Payments by the Company under the Loan Agreement and the Note.

(c) Optional Prepayment of the Bond. The Bond shall be subject to prepayment, in whole or in part, at the option of the Issuer and at the direction of and payment therefor by the Company, as set forth in the form of the Bond in Exhibit B.

(d) Mandatory Prepayment of the Bond. The Bond shall be prepaid in whole or in part as provided in the form of the Bond set forth in Exhibit B or in the Loan Agreement

(i) if there are excess funds from insurance proceeds, condemnation awards or proceeds from the disposition of all or a part of the Project, or

(ii) if there are excess funds in the Project Fund after completion of the Project, or

(iii) as otherwise provided herein or in the Loan Agreement. Such prepayment shall be without penalty or premium.

(e) Application of Principal Prepayments. Any partial prepayments of the Bond shall be applied to the principal payments due on the Bond in inverse order of their due dates.

(f) Redemption After Event of Taxability. The Bond is subject to mandatory redemption in full from funds provided by the Company after the occurrence of an Event of Taxability (unless the Determination of Taxability is not final) upon the terms set forth in the form of the Bond in Exhibit B.

Section 10. Events of Default. Any one or more of the following events is hereby defined as and shall constitute an "Event of Default" hereunder:

(a) Failure of the Issuer or the Company to pay the principal of, premium or penalty, if any, or interest on the Bond, when and as the same becomes due and payable, whether at the maturity thereof, on a date fixed for an installment payment or for a prepayment, or otherwise, and continuation of such failure to make any such payment for seven (7) days with respect to principal or five (5) days after notice from the Fiscal Agent as to the amount of interest with respect to interest;

(b) Failure of the Issuer or the Company to pay any other amount payable to the Bondholder hereunder or under the Loan Agreement, and such failure to pay any other amount payable to the Bondholder hereunder or under the Loan Agreement shall have continued for ten (10) Business Days after notice of the amount of such other amount from the Fiscal Agent;

(c) The occurrence of any "Event of Default" as such term is defined in the Loan Agreement or the Guaranty.

The Issuer hereby grants the Company full authority to pay any amount due from the Issuer under the Bond or hereunder on behalf of the Issuer, and the Bondholder agrees to accept such payments as performance hereunder or thereunder.

Section 11. Certain Remedies on Default; Acceleration. Whenever any Event of Default has occurred and is continuing, the Fiscal Agent or the Bondholder may take any one or more of the following steps; provided, however, that upon the occurrence of any Event of Default referred to in subsection (d) of Section 7.1 of the Loan Agreement, the entire unpaid principal amount of the Bond, together with the accrued interest thereon, and all other amounts payable hereunder or under the Bond shall become immediately due and payable without any further act or action on the part of the Bondholder:

(a) The Fiscal Agent or the Bondholder may, by written notice to the Company and the Issuer, cause the entire unpaid principal amount of the Bond, together with the accrued interest thereon and all other amounts payable hereunder or under the Bond to become immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Fiscal Agent or the Bondholder may proceed to protect and enforce its rights under the Bond, the Note, the Loan Agreement and this Agreement forthwith by such suits, actions or special proceedings in equity or at law, including, without limitation, foreclosure and proceedings for specific performance. The Fiscal Agent or the Bondholder may elect to accept delivery by the Company of a deed in lieu of foreclosure, and upon such delivery and acceptance, all liabilities of the Issuer under the Bond shall cease and terminate.

Section 12. Issuer's Obligations Shall Not Create a Pecuniary Liability. Neither the Bond, interest thereon, any premium or penalty thereon, nor any other obligation for the payment of money incurred by the Issuer hereunder, under the Bond Resolution or the Bond shall create a debt or general obligation of the Issuer. The Bond shall not be payable out of any funds of the Issuer other than those pledged hereby, but solely from the Loan Payments, revenues and receipts derived from or in connection with the Project, the Note or the Loan Agreement which are

required to be set apart and transferred to the Project Fund (subject to disbursements in accordance with the provisions hereof) or paid on the Bond. Nothing in the Bond, the Loan Agreement or this Agreement shall be considered as pledging the taxing power or general credit or any other funds or assets of the Issuer.

All covenants, stipulations, promises, agreements and obligations of the Issuer herein and in the Bond shall be deemed to be limited obligations of the Issuer only, and not of any member, trustee, director, officer, employee, attorney or agent of the Issuer in his or her individual capacity, and no recourse shall be had for the payment of the principal of, premium or penalty, if any, or interest on the Bond or for any claim based thereon or hereunder against any member, trustee, director, officer, employee, attorney or agent of the Issuer or any natural person executing the Bond.

The Issuer shall not be required under this Agreement or the Loan Agreement to expend any of its funds other than (a) the proceeds from the sale of the Bond, (b) the Loan Payments, revenues, receipts, income and other moneys held or derived from or in connection with the Project, the Note or the Loan Agreement or such proceeds, and (c) condemnation awards and insurance proceeds with respect to the Project.

Section 13. Books and Records; Certificate of Company Finance. The Fiscal Agent shall keep books of record and account, showing entries of all of the Fiscal Agent's transactions relating to the Project, including any records required under the law relating to mechanics' and other liens. Within thirty (30) days after receiving the annual certificate of compliance from the Company pursuant to the Loan Agreement, the Fiscal Agent shall render to the Issuer a statement that the Fiscal Agent has no knowledge of any defaults under this Agreement or the Loan Agreement, or specifying the particulars of such defaults of which it has knowledge. The Issuer or the Bondholder may inspect the Fiscal Agent's records with respect to the Project and this Agreement during normal business hours upon 72 hours' written notice to the Fiscal Agent.

Section 14. Loan Agreement; Issuer Not Required to Enforce Covenants.

(a) All covenants and obligations of the Company under the Loan Agreement may be enforced either by the Issuer to the extent provided in the Loan Agreement, or by the Fiscal Agent, to whom (in its own name or in the name of the Issuer) is hereby granted the right to enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Loan Agreement, whether or not the Issuer is enforcing such rights and obligations. The Fiscal Agent may take those actions provided in the Loan Agreement to enforce it and the Note.

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(b) Nothing contained herein or in the Loan Agreement shall be deemed to impose upon the Issuer the obligation to enforce covenants and agreements made to the Issuer by the Company under the Loan Agreement; provided, however, that the Issuer shall at all times cooperate fully with the Fiscal Agent and the Bondholder in enforcing the covenants and agreements of the Company under the Loan Agreement, and, upon the written request of the Fiscal Agent or the Bondholder, shall promptly and duly execute and deliver any and all such instruments and documents as the Fiscal Agent or the Bondholder may deem desirable in order to obtain the full benefits of such covenants and agreements.

Section 15. Creation of Liens; Indebtedness. The Issuer shall not create any lien or charge upon or pledge of the Loan Payments, revenues and receipts derived from or in connection with the Project and assigned to the Fiscal Agent hereunder, except the lien, charge and pledge created hereby. The Issuer shall not incur any other indebtedness or issue any other evidences of indebtedness, secured by a lien on or pledge of such loan payments, revenues and receipts.

Section 16. Registered Bond; Persons Treated as Owners; Transfer of Bond. The Bond may be transferred only by its submission to the Fiscal Agent by the registered owner or his or her duly authorized attorney and by due execution of the written instrument of transfer appearing on the Bond. Upon the Fiscal Agent's verification of any endorsements made on the Bond or the Form for Prepayment appearing on the Bond, such transfer shall be noted by the Fiscal Agent on the registration grid appearing on the Bond and on the registration books of the Issuer kept by the Fiscal Agent as Bond Registrar.

A person in whose name the Bond shall be fully registered shall be deemed the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment on the Bond and for all other purposes. All payments made to any such registered owner or upon such owner's order shall satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. The Bondholder may designate a nominee in whose name the Bond may be registered.

The Bond may be transferred only to another Accredited Investor. The Fiscal Agent or other Bond Registrar shall not register any transfer of the Bond without compliance with the provisions of this Section.

## Section 17. Resignation; Successor Fiscal Agents.

(a) Resignation. The Fiscal Agent shall not resign as Fiscal Agent unless it shall have sold the Bond to another Financial Institution, and such resignation shall not become effective until a successor Fiscal Agent shall have executed an



pledge of any revenues or receipts derived under or in connection with the Loan Agreement pursuant to this Agreement and the rights hereby granted and all covenants, agreements and other obligations of the Issuer hereunder to the Fiscal Agent and the Bondholder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Fiscal Agent shall cancel and discharge the lien of this Agreement and the Loan Agreement, and execute and deliver to the Issuer and the Company all such instruments as may be appropriate to evidence such discharge and satisfaction of the lien hereof and of the Loan Agreement, and the Fiscal Agent shall pay over or deliver to the Company all moneys and securities remaining deposited for payment of principal of, premium, if any and interest on the Bond.

## Section 21. Miscellaneous.

(a) Partial Invalidity. If any one or more of the provisions of this Agreement, the Loan Agreement, the Note, the Bond Resolution or the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of such instrument but such instrument shall be construed and enforced as if such illegal or invalid provision had not been contained therein: provided, however, that if Section 12 hereof shall be deemed invalid, the Fiscal Agent and the Bondholder shall maintain no action against the Issuer for any payment hereunder or under the Bond, and the Bond shall be subject to immediate prepayment without penalty, but with accrued interest. If any covenant of the Issuer in such instrument shall for any reason be held to be in violation of law, then such covenant shall be subject to immediate prepayment without penalty, but with accrued interest. If any covenant of the Issuer in such instrument shall for any reason be held to be in violation of law, then such covenant shall be deemed to be the covenant of the Issuer to the full extent permitted by law.

(b) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Laws Governing. This Agreement and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Illinois.

(d) Payments Due on Saturdays, Sundays and Holidays. If any installment payment date of principal and/or interest or premium on the Bond, or the date fixed for prepayment of the Bond, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Chicago, Illinois are authorized by law or executive order to close, then payment of such installment of principal and/or interest or premium need not be made on such date but shall be made on the next succeeding

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Business Day, with the same force and effect as it made on the installment payment date or the date fixed for prepayment, as the case may be, except that interest accrued through the actual payment date shall be payable on such date.

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and Predecessor Fiscal Agent and the Fiscal Agent have caused these presents to be signed in its name and behalf, all as of the date of delivery hereof.

(SEAL)  
ATTEST:

VILLAGE OF FRANKLIN PARK

*Amy J. [Signature]*

By

*Jack B. Williams*  
Jack B. Williams,  
Village President

(SEAL)

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as  
Predecessor Fiscal Agent

By

\_\_\_\_\_  
Trust Officer

(SEAL)

FIRST NATIONAL BANK OF HIGHLAND  
PARK, as Fiscal Agent

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED:

WEIMARC COMPANY

By \_\_\_\_\_

General Partner

By \_\_\_\_\_

General Partner

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Business Day, with the same force and effect as it made on the installment payment date or the date fixed for prepayment, as the case may be, except that interest accrued through the actual payment date shall be payable on such date.

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and Predecessor Fiscal Agent and the Fiscal Agent have caused these presents to be signed in its name and behalf, all as of the date of delivery hereof.

(SEAL)  
ATTEST:

VILLAGE OF FRANKLIN PARK

By Jack B. Williams,  
Village President

(SEAL)

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as  
Predecessor Fiscal Agent

By [Signature]  
Trust Officer

(SEAL)

FIRST NATIONAL BANK OF HIGHLAND  
PARK, as Fiscal Agent

By [Signature] AFD  
[Signature] VP

APPROVED:

WEIMARC COMPANY

By \_\_\_\_\_  
General Partner

By \_\_\_\_\_  
General Partner

86497287

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11/11/11







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Business Day, with the same force and effect as it made on the installment payment date or the date fixed for prepayment, as the case may be, except that interest accrued through the actual payment date shall be payable on such date.

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and Predecessor Fiscal Agent and the Fiscal Agent have caused these presents to be signed in its name and behalf, all as of the date of delivery hereof.

(SEAL)  
ATTEST:

VILLAGE OF FRANKLIN PARK

By \_\_\_\_\_

Jack B. Williams,  
Village President

(SEAL)

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as  
Predecessor Fiscal Agent

By \_\_\_\_\_

Trust Officer

(SEAL)

FIRST NATIONAL BANK OF HIGHLAND  
PARK, as Fiscal Agent

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED:

WEIMARC COMPANY

By

Aldo Marchetti  
General Partner

By

Saul Kline  
General Partner



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## EXHIBIT A

Page 1 of 2

### PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH WEST QUARTER WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT NO. 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH WEST QUARTER; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 25 MINUTES 10 SECONDS, MEASURED IN THE NORTH EAST QUADRANT, WITH THE WEST LINE OF SAID SOUTH WEST QUARTER) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTH WEST QUARTER AT A POINT 85.26 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH WEST QUARTER, (SAID LINE BEING THE EASTERLY LINE OF THE NORTHERLY AND SOUTHERLY PORTION OF A STREET KNOWN AS WOLF ROAD) FOR A DISTANCE OF 50.46 FEET; TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT: THENCE NORTH-NORTHWESTERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE 370.00 FEET; THENCE EAST-NORTHEASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT 128.07 FEET; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 368.26 FEET FOR A DISTANCE OF 120.38 FEET TO ITS POINT OF INTERSECTION WITH A LINE 439.50 FEET NORTHWESTERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE WEST SOUTHWESTERLY IN SAID LAST DESCRIBED PARALLEL LINE 446.81 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF WOLF ROAD; THENCE SOUTHERLY IN THE EASTERLY LINE OF SAID WOLF ROAD, 393.09 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID LAST DESCRIBED PARALLEL LINE 490.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A  
Page 2 of 2

DEPT-01 RECORDING 132.00  
TNS333 TRAN 5122 10/24/86 11:37:00  
#0862 # P \* -86-497287

COOK COUNTY RECORDER

PARCEL 2:

THAT PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTH WEST QUARTER WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT NO. 13913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, MORE OR LESS, NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH WEST QUARTER; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 23 MINUTES 10 SECONDS, MEASURED IN THE NORTH EAST QUADRANT, WITH THE WEST LINE OF SAID SOUTH WEST QUARTER) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTH WEST QUARTER AT A POINT 25.26 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH WEST QUARTER, FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION, TO WIT: THENCE NORTHERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE 170.00 FEET; THENCE EASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT 357.00 FEET; THENCE WESTERLY IN A LINE WHICH FORMS AN ANGLE OF 9 DEGREES 27 MINUTES 44 SECONDS, MEASURED IN THE SOUTH WEST QUADRANT WITH THE LAST DESCRIBED LINE, FOR A DISTANCE OF 121.66 FEET TO ITS POINT OF INTERSECTION WITH A LINE 20.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE LAST DESCRIBED PARALLEL LINE; THENCE WESTERLY IN SAID PARALLEL LINE, 30.00 FEET TO ITS POINT OF INTERSECTION WITH A LINE 207.00 FEET EASTERLY OF AND PARALLEL WITH THE ABOVE DESCRIBED RIGHT ANGLE LINE; THENCE SOUTHERLY IN SAID LAST DESCRIBED PARALLEL LINE, 350.00 FEET TO ITS POINT OF INTERSECTION WITH THE ABOVE DESCRIBED LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID TOLL HIGHWAY TRACT; THENCE WESTERLY IN SAID PARALLEL LINE 207.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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