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MORTGAGE AND SECURITY AGREEMENT

\$43.00

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), dated and effective as of the 30th day of December, 1986, by NORTHLAKE HEAT TREATING COMPANY, an Illinois corporation (hereinafter referred to as "Mortgagor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association with its principal place of business located at 33 North LaSalle Street, Chicago, Illinois 60690 ("Mortgagee"), has reference to the following facts and circumstances:

WHEREAS, Mortgagor is obligated and indebted to Mortgagee for loans, advances, extensions of credit or other financial accommodations to, on behalf of or for the benefit of Mortgagor, pursuant to a Loan and Security Agreement of even date herewith (the "Loans"); and

WHEREAS, Mortgagor has executed and delivered to Mortgagee a Promissory Note of even date herewith, in the original principal amount of Four Million Dollars (\$4,000,000) and a Demand Note of even date herewith, in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (hereinafter collectively referred to as the "Note"), to evidence its obligations to make payments on the Loans.

NOW, THEREFORE, in order to secure payment of "Mortgagor's Liabilities" (as hereinafter defined) and in consideration of the Loans and any other financial accommodations at any time made by Mortgagee to or for the benefit of Mortgagor, Mortgagor agrees with Mortgagee as follows:

1. DEFINITIONS AND TERMS

1.1 The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof, giving effect to the numerical difference; whenever the context so requires, the use of "it" in reference to Mortgagor shall mean Mortgagor as identified at the beginning of this Mortgage:

(A) "And/or": one or the other or both, or any one or more or all, of the things or "Persons" (hereinafter defined) in connection with which the conjunction is used.

(B) "Charges": all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges, liens, claims or encumbrances upon and/or relating to the "Mortgaged Property" (hereinafter defined), "Mortgagor's Liabilities" (hereinafter defined) and/or "Mortgagor's Obligations" (hereinafter defined).

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: Jeffrey L. Elegant, Esq., 140 South Dearborn Street, Suite 1400, Chicago, Illinois 60603.

PIN Numbers: 15-05-104-004-0000; 15-05-104-005-0000; 15-05-104-006-0000; 15-05-122-015-0000; 15-05-122-016-0000; 15-05-300-012-0000; 15-05-300-016-0000; 15-05-300-021-0000; 15-06-216-006-0000; 15-06-216-007-0000; 15-06-216-027-0000; and 15-06-400-049-0000

Property Addresses:

75 E. Lake St. Northlake, IL 60164, 310 South Wolf Rd. Northlake, IL 60164, 5400 West Lake St. Melrose Park, IL.

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02/10/2010

REL0083JLE D3 12/29/86

(C) "Documents": the definition ascribed to this term in Paragraph 2.3 below.

(D) "Encumbrances": all liabilities, claims, debts, exceptions, easements, restrictions, security interests, Charges and all other types of encumbrances affecting the Mortgaged Property.

(E) "Equipment": all present and future apparatus, machinery, equipment, furniture, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the "Premises (hereinafter defined), or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefor and accessions thereto owned by the Mortgagor including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services.

(F) "Event of Default": the definition ascribed to this term in Paragraph 6.1 below.

(G) "Leases": all present and future leases, agreements, tenancies, licenses and franchises of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessee's performance thereunder.

(H) "Mortgaged Property": (a) the Premises; (b) the "Rents" (hereinafter defined); (c) the Leases; (d) the Equipment (which shall be deemed to be a part of the Premises, whether physically attached thereto or not); (e) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; (f) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (g) all proceeds of each and every of the foregoing.

(I) "Mortgagor's Liabilities": (a) the payment of any and all monies, including, without limitation, the payment, when due or declared due, of the principal sum of the Note and interest thereon (including all additional interest set forth therein), now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of the Note; (b) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage (including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of Mortgagee's lien thereon); and (c) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from

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RELO083JLE D3 12/29/86

Mortgagor to Mortgagee, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of this Mortgage, the Note, and/or in the Other Agreements. Notwithstanding anything herein to the contrary, Mortgagor's Liabilities shall in no event exceed Six Million Dollars (\$6,000,000.00).

(J) "Mortgagor's Obligations": the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage, the Note, and/or in the Other Agreements.

(K) "Other Agreements": all agreements, instruments and documents, including, without limitation, loan agreements, security agreements, guaranties, mortgages, notes, letters of credit and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of Mortgagor and delivered to Mortgagee, or issued by Mortgagee upon the application and/or other request of, and on behalf of Mortgagor.

(L) "Person": any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

(M) "Premises": all of the following described real estate, and all of Mortgagor's estate, right, title and interest therein, situated, lying and being in the County of Cook, State of Illinois, and legally described on Exhibit A attached hereto and made a part hereof together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other publicways abutting said real estate, whether before or after vacation thereof.

(N) "Rents": all present and future rents, issues, avails, profits and proceeds of or from the Premises, the Leases and/or the Equipment.

2. CONVEYANCE

2.1 To secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby does warrant, grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to Mortgagee, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage; provided, nevertheless, that if Mortgagor, its successors or assigns, shall satisfy, discharge and otherwise pay to Mortgagee, its successors or assigns, in full, Mortgagor's Liabilities and keep and perform all of Mortgagor's Obligations, then this Mortgage shall become null and void and shall be released at Mortgagor's expense.

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether

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RELO083JLE D3 12/29/86

real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. Therefore, to secure the payment by Mortgagor of Mortgagor's Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Property.

2.3 Mortgagor, immediately upon request by Mortgagee, at Mortgagor's sole expense, will make, execute and deliver and/or will cause to be made, executed and delivered to and/or for the benefit of Mortgagee, in form and substance acceptable to Mortgagee, all Documents that Mortgagee is advised are and/or deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage and the Note or required to perfect or continue perfected, or valid Encumbrances, the Encumbrances granted herein or in the Note or in the Other Agreements by Mortgagor to Mortgagee upon the Mortgaged Property. "Documents" means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, note, security agreement, guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

2.4 Mortgagor shall be liable for and shall pay to Mortgagee upon the execution of this Mortgage and the Note the costs, fees and expenses incurred by Mortgagee in the negotiation, documentation, and closing of the Loans, including, but not limited to, the attorneys' fees, costs and expenses incurred by Mortgagee. In further consideration for granting the Loans, Mortgagor shall pay to Mortgagee a service fee of Forty Thousand Dollars (\$40,000) which shall be due and payable upon the execution of this Mortgage.

3. COVENANTS, WARRANTIES AND REPRESENTATIONS

3.1 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(A) Mortgagor promptly will pay, or cause to be paid, when due or declared due, Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations.

(B) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage and the Note, to encumber the Mortgaged Property to Mortgagee as provided herein, in the Note, or in the Other Agreements, and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Note, and the Other Agreements.

(C) The execution, delivery and performance by Mortgagor of and under this Mortgage, the Note and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to

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which Mortgagor or any of the Mortgaged Property is or hereafter shall become a party or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound.

(D) Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which Mortgagor is required by law to file with respect to the Mortgaged Property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor shall maintain adequate reserves in amount to pay fully all such liabilities which hereafter may accrue.

(E) All of the Leases, if any, are and shall remain genuine, in all respects what they purport to be, free of set-offs, counterclaims or disputes and valid and enforceable in accordance with their terms. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by Mortgagor to Mortgagee in writing, no advance payments have been or shall be made thereunder.

(F) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, Mortgagee's Encumbrances thereon, the collectibility of the obligations under the Note, the ability of Mortgagor to repay the obligations under the Note or the financial condition of the Mortgaged Property or the operation or business thereof.

(G) Mortgagor and the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or materially different than those of the foregoing customarily possessed or held by other parties conducting or operating a similar business.

(H) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, without limitation, building and zoning laws, and all covenants and restrictions of record.

(I) Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

3.2 Mortgagor covenants with and warrants and represents to Mortgagee that Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all Encumbrances except (i) the Encumbrances of Mortgagee, and (ii) those Encumbrances described on Exhibit B attached hereto and made a part hereof.

3.3 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(A) Mortgagor will not change the use or character of or abandon the Mortgaged Property and at all times hereafter

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REL0083JLE D3 12/29/86

shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Mortgagor shall not remove any fixture or demolish any building or improvement located in or on the Premises. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of Mortgagee diminishes its value, and subject to the provisions of subparagraphs 4.1(B)(2) and 4.3(B) of this Mortgage, if Mortgagee elects to release insurance or condemnation proceeds to Mortgagor, Mortgagor shall promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Mortgagor shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Mortgagor shall permit Mortgagee, and its agents, upon demand, access to and to inspect the Mortgaged Property at all reasonable times.

(B) Mortgagor promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all Charges, that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Mortgagee duplicate receipts evidencing payment thereof at least thirty (30) days before delinquency. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage or the Note, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(C) Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances (including, without limitation, mechanics liens and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2 above, and, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent default hereunder, Mortgagor may indemnify Mortgagee, by a means determined solely by and acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(D) Mortgagor shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged Property or Mortgagor's interest therein. Without the prior written consent of Mortgagee, Mortgagor shall not sell or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein. Mortgagee, in its sole discretion, may deliver or withhold such consent based upon Mortgagee's determination, to its sole satisfaction, of the credit worthiness and ability of the proposed assignee, transferee or purchaser to satisfy, perform and discharge Mortgagor's Liabilities in a proper and timely fashion and manner. Mortgagee, in its sole discretion, may

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condition the delivery of its consent upon Mortgagor agreeing to provide for such additional terms and conditions in the Note or this Mortgage or the Other Agreements as may be acceptable to Mortgagee, in its sole discretion.

(E) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2 above and Mortgagor will not acquire any such property subject to any Encumbrance except those Encumbrances described in Paragraph 3.2 above.

3.4 If Mortgagor, immediately after written demand from Mortgagee, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by Mortgagee in taking such action together with a per annum rate of interest thereon (computed on the basis of a 360-day year and charged for actual days elapsed) equal to 4% plus the rate of interest announced and/or published publicly from time to time by American National Bank and Trust Company of Chicago at its principal place of business in Chicago, Illinois as its corporate base (or equivalent) rate of interest, from the date of Mortgagee's payment thereof until repaid by Mortgagor to Mortgagee, shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of Mortgagor's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

4. TAXES, INSURANCE AND CONDEMNATION

4.1 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(A) Mortgagor, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance) against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies as Mortgagee, from time to time, may require in companies, form, amounts and for such periods as are satisfactory to Mortgagee, but, in any event, for not less than the full insurable value of the Mortgaged Property. All such policies and renewals thereof shall contain, in form and substance acceptable to Mortgagee, standard mortgagee loss payable clauses naming Mortgagee as a loss payee as well as a standard waiver of subrogation endorsement and shall be delivered, as issued, to

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Mortgagee, with premiums therefor paid in full by Mortgagor. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days prior written notice to Mortgagee of any intended cancellation. Mortgagor will give immediate written notice to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Mortgagor will deliver to and deposit with Mortgagee renewal policies not less than forty-five (45) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with Mortgagee receipts for the payment of the premiums on all policies and renewals thereof. In the event of foreclosure of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B)(1) Full power is hereby conferred on Mortgagee:

- (a) to settle and compromise all claims under all policies;
- (b) to demand, receive and receipt for all monies becoming due and/or payable under all policies;
- (c) to execute, in the name of Mortgagor or the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims under all policies; and
- (d) to assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

(B)(2) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Mortgagee and Mortgagee, in its sole and absolute discretion, may:

- (a) apply such proceeds, wholly or partially after deducting all costs of collection, including reasonable attorneys' fees, either:
 - (i) toward the alteration, reconstruction repair or restoration of the Mortgaged Property or any portion thereof; or
 - (ii) as a payment on account of Mortgagor's Liabilities (without affecting the amount or time of subsequent payments required be made by Mortgagor to Mortgagee under the Note) whether or not then due and payable;

or

- (b) deliver the same to Mortgagor.

4.2 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(A) If required by Mortgagee, Mortgagor shall deposit with Mortgagee on the first (1st) day of each month until

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Mortgagor's Liabilities are fully paid, a sum equal to one-twelfth (1/12) of one hundred fifteen percent (115%) of the total annual Charges arising with respect to the Mortgaged Property for the most recent ascertainable tax year. Subject to the provisions of this Paragraph and provided that no Event of Default then exists, and no event which with notice or lapse of time or both would become an Event of Default then exists, Mortgagee shall, if it has required deposits by Mortgagor, pay when and to whom due and payable under applicable law, all of the aforesaid Charges. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under said laws to make such payments and nothing contained herein, or in the Note, shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Upon occurrence of a default or an Event of Default under this Mortgage or the Note, Mortgagee shall not be obligated to make such payments, but, at its sole election and in its sole discretion, may make any or all such payments.

(B) If the deposits required by Subparagraph (A) above are insufficient to pay the Charges for which they are provided, on or before thirty (30) days before the same shall become due and payable, Mortgagor shall deposit with Mortgagee such additional monies as are necessary to pay, in full, such Charges.

(C) Upon the written request of Mortgagee, Mortgagor shall establish with Mortgagee an insurance escrow for deposit of funds for the payment of insurance premiums for all insurance policies required to be obtained and maintained by Mortgagor pursuant to this Mortgage with respect to the Mortgaged Property. Such insurance escrow shall be in such amount and shall be subject to such terms and conditions as Mortgagee, in its sole and absolute discretion, may determine.

4.3 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, without limitation, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to Mortgagee as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein);

(B) Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:

(1) apply the same, or any part thereof, to Mortgagor's Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Mortgagor to Mortgagee under the Note;

(2) use the same, or any part thereof, to satisfy, perform or discharge any of Mortgagor's Obligations;

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RELO083JLE D3 12/29/86

(3) use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee; or

(4) release the same to Mortgagor.

(C) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances described in Paragraph 3.2 above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 So long as there shall not have occurred an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all Charges upon the Mortgaged Property, second to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, third to the maintenance and repairs required hereby and lastly to the payment of Mortgagor's Liabilities, before using any part of the Rents for any other purposes.

5.2 At all times, Mortgagee or any of Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagor, Mortgagee, a nominee of Mortgagee or in any or all of said names.

5.3 Unless Mortgagee notifies Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (a) promptly upon Mortgagor's receipt or learning thereof, inform Mortgagee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases; (b) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (c) promptly upon Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

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REL0083JLE D3 12/29/86

5.4 Within fifteen (15) days after demand therefor by Mortgagee, Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee, a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Mortgagee may request.

5.5 Upon the occurrence of an Event of Default under this Mortgage:

(A) Immediately upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Mortgagee, which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

(B) Mortgagee, then or at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, may notify any or all of the obligors of the Leases that the Leases have been assigned to Mortgagee and Mortgagee (in its name, in the name of Mortgagor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Mortgagee.

(C) Mortgagor, immediately upon demand by Mortgagee, irrevocably, shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Mortgagee.

(D) Mortgagee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Mortgagor, Mortgagee or in both names.

(E) Mortgagor, irrevocably, hereby designates, makes, constitutes and appoints Mortgagee (and all persons designated by Mortgagee) as Mortgagor's true and lawful attorney and agent-in-fact, with power, without notice to Mortgagor and at such time or times thereafter as Mortgagee, at its sole election, may determine, in the name of Mortgagor, Mortgagee or in both names: (i) to demand payment of the Rents and performance of the Leases; (ii) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) to exercise any or all of Mortgagor's rights, interests and remedies in and under the Leases and to collect the Rents; (iv) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (v) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) to take control, in any manner, of the Rents; (vii) to prepare, file and sign Mortgagor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases; (viii) to endorse the name of Mortgagor upon any payments or proceeds of the Rents and to deposit the same to the account of Mortgagee; and (ix) to do all acts and things necessary, in Mortgagee's sole discretion, to carry out any or all of the foregoing.

(F) All of the foregoing payments and proceeds received by Mortgagee shall be utilized by Mortgagee, at its sole election and in its sole discretion, for any one or more of the following purposes: (i) to be held by Mortgagee as additional collateral for the payment of Mortgagor's Liabilities; (ii) to be applied to Mortgagor's Liabilities, in such manner and fashion and to such portions thereof as Mortgagee, at its sole election,

REL0083JLE D3 12/29/86

shall determine; (iii) to be applied to such obligations of Mortgagor or the Mortgaged Property or the operation or business thereof as Mortgagee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (iv) to be remitted to Mortgagor.

6. DEFAULT

6.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(A) if Mortgagor fails or neglects to perform, keep or observe any of Mortgagor's Obligations, or any other term, provision, condition, covenant, warranty or representation contained in this Mortgage, in the Note, or in the Other Agreements, which is required to be performed, kept or observed by Mortgagor;

(B) if any material statement, report or certificate made or delivered by Mortgagor, or any of its officers, employees or agents, to Mortgagee is not true and correct;

(C) if Mortgagor fails to pay Mortgagor's Liabilities, when due and payable or declared due and payable;

(D) if the Mortgaged Property or any other of Mortgagor's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within thirty (30) days thereafter;

(E) if a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or any similar law or regulation shall be filed by Mortgagor or if Mortgagor shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Mortgagor for its dissolution or liquidation;

(F) if Mortgagor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or any similar law or regulation is filed against Mortgagor or if any case or proceeding is filed against Mortgagor for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof;

(G) if an application is made by Mortgagor for the appointment of a receiver, trustee or custodian for the Mortgaged Property or any other of Mortgagor's assets;

(H) if an application is made by any Person other than Mortgagor for the appointment of a receiver, trustee, or custodian for the Mortgaged Property or any other of Mortgagor's assets and the same is not dismissed within thirty (30) days after the application therefor;

(I) if a notice of lien, levy or assessment is filed of record with respect to all or any of Mortgagor's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including, without limitation, the Pension Benefit

RELO083JLE D3 12/29/86

Guaranty Corporation or if any Charges owing at any time or times hereafter to any one of them becomes an Encumbrance upon the Mortgaged Property or any other of Mortgagor's assets and the same is not released or contested in such manner as to stay the enforcement thereof within thirty (30) days after the same becomes an Encumbrance;

(J) the occurrence of a default or an Event of Default under the Note or Other Agreements.

(K) Mortgagor shall terminate its existing financing arrangements with Mortgages as evidenced by the Loan and Security Agreement dated December __, 1986.

6.2 Upon the occurrence of an Event of Default, without notice or demand of Mortgagor, all of Mortgagor's Liabilities shall become immediately due and payable, and Mortgagee, in its sole discretion and at its sole election, without notice of such election, and without demand, may do any one or more of the following:

(A) Collect Mortgagor's Liabilities at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such default, at the rate provided in Paragraph 3.4 hereof).

(B) Either with or without process of law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor agrees to surrender possession of the Mortgaged Property to Mortgagee immediately upon the occurrence of an Event of Default. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such default, such possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the first sentence of this Subparagraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all, or any part of, the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

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RELO083JLE D3 12/29/86

(C) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's Liabilities. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.

(D) In the event of the commencement of any suit by Mortgagee to foreclose this Mortgage, Mortgagee shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Mortgagee in possession of the Mortgaged Property. In the event an order is entered placing Mortgagee in possession of the Mortgaged Property, Mortgagee may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property, including, without limitation, make all repairs and replacements deemed necessary by Mortgagee and lease the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in such foreclosure proceedings. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing Mortgagee in possession served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. If Mortgagor shall remain in physical possession of the Mortgaged Property after entry of an order placing Mortgagee in possession, Mortgagor's possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any other Person authorized by Mortgagee, after entry of such order, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the first sentence of Subparagraph (B) and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all or of any part of the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this

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REL0083JLE D3 12/29/86

Mortgage or the Note) the following: all of the costs and expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing, and selling the same, including, without limitation, the costs, charges, expenses and attorneys' fees specified in Paragraph 6.4 below; receivers' fees; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and similar data and assurances with respect to the title to the Mortgaged Property; all prepayment or like premiums, if any, provided for in the Note; and all other fees, costs and expenses which Mortgagee deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.4 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Note, the Other Agreements, or Mortgagor's Liabilities, or if Mortgagee shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Note, the Other Agreements, or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.4 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 and 6.4 above, second, to the balance of Mortgagor's Liabilities, and third, the surplus, if any, to Mortgagor.

6.6 In the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, (a) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

6.7 Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or other sums required to be paid by or for the account of Mortgagor under the terms of

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REL0083JLE D3 12/29/86

this Mortgage or the Note as the same become due under the Note or this Mortgage, or for any other of Mortgagor's Liabilities which shall become due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

6.8 No right or remedy of Mortgagee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and Mortgagee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No terms or conditions contained in this Mortgage or the Note may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.9 Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Note and the Other Agreements and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

6.10 Upon occurrence of an event of Default and acceleration of the maturity of Mortgagor's Liabilities as provided herein, a tender of payment thereof by Mortgagor, or any other Person, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Note, the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of Mortgagor's Liabilities and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any, contained in the Note and the Other Agreements.

6.11 (A) Any agreements between Mortgagor and Mortgagee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the Loan secured hereby or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, detention or forbearance of the Loan proceeds to be disbursed exceed the highest lawful contract rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.

(B) If fulfillment of any provision herein, or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful contract rate. If by any circumstance Mortgagee shall ever receive as interest an amount which would exceed such highest lawful contract rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest.

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REL0083JLE D3 12/29/85

(C) The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, or in the Note, or in the Other Agreements.

6.12 Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Note or the Other Agreements shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other Person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of Mortgagee to comply with any request of Mortgagor, or of any other Person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Note, or the Other Agreements or by reason of the release, regardless of consideration, of the whole or any part of the security held for Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment of Mortgagor's Liabilities or modifying the terms of the Note, the Other Agreements or this Mortgage without first having obtained the consent of Mortgagor or such other Person, and, in the latter event, Mortgagor and all such other Persons, shall continue to be liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

7. MISCELLANEOUS

7.1 Every provision for notice, demand or request required in this Mortgage or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon), or mailed to, as hereinafter provided, the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting as aforesaid. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

To Mortgagor:

Northlake Heat Treating Company
75 East Lake Street
Northlake, Illinois 60164
Attention: Arthur F. Lukowicz, President

with a copy to:

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REL0083JLE D3 12/29/86

Bryan R. Orr, Esq.
Shaheen, Lundberg, Callahan & Orr
20 North Wacker Drive
Chicago, Illinois 60606

To Mortgagee:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690

with a copy to:

Pagel, Haber & Maragos
140 South Dearborn Street
Suite 1400
Chicago, Illinois 60603
Attention: Jeffrey L. Elegant

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee.

7.4 This Mortgage was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

7.5 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.6 To the extent that any of Mortgagor's Liabilities represent funds utilized to satisfy any outstanding indebtedness or obligations secured by liens, rights or claims against the Mortgaged Property or any part thereof, Mortgagee shall be subrogated to any and all liens, rights, superior titles and equities owned or claimed by the holder of any such outstanding indebtedness or obligation so satisfied, however remote, regardless of whether said liens, rights, superior titles and equities are by the holder(s) thereof assigned to Mortgagee or released.

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REL0083JLE D3 12/29/86

IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

NORTHLAKE HEAT TREATING COMPANY
an Illinois corporation

By: *Arthur J. Bickovic*, President

Attest:

By: *Louis J. Baccarin*, Secretary

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REL0083JLE D3 12/29/86

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

I, Shirley Ed Holm, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on December 30, 1986, Arthur F. Lulawicz and Louis J. Beccanni, personally known to me to be the president and secretary of Lawson Northlake Heat Treating Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the corporation.

GIVEN under my hand and Notarial Seal this 30th day of December, 1986.

Shirley Ed Holm
Notary Public

My commission expires: Dec 18, 1988

COOK COUNTY, ILLINOIS
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EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4 OF NORTH WEST 1/4 OF SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, A DISTANCE OF 49.95 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 204 FEET MORE OR LESS TO THE CENTER LINE OF LAKE STREET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LAKE STREET A DISTANCE OF 270 FEET MORE OR LESS TO A LINE DRAWN PARALLEL WITH AND SAID DISTANCE 75 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF A FRAME DWELLING DESIGNATED AS BUILDING NUMBER 214, THENCE SOUTHWESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 100 FEET MORE OR LESS TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION THROUGH THE PLACE OF BEGINNING; THENCE WESTERLY ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 215 FEET MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING IN LAKE STREET)

PARCEL B:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, 49.95 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED THENCE EAST AT RIGHT ANGLES 175 FEET; THENCE NORTH AT RIGHT ANGLES 204.25 FEET MORE OR LESS TO THE CENTER LINE OF LAKE STREET (UNITED STATES HIGHWAY NUMBER 20) AS SAID STREET WAS ORIGINALLY LOCATED AND ESTABLISHED, THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF LAKE STREET 188.70 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, THENCE SOUTH ALONG SAID WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, 271.25 FEET MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN LAKE STREET)

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PARCEL C:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 956.62 FEET; THENCE SOUTH PERPENDICULAR TO THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, A DISTANCE OF 43.4 FEET FOR A POINT OF BEGINNING; THENCE WEST ALONG A LINE 43.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 50.0 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 150.0 FEET; THENCE EAST ALONG A LINE 193.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 412.68 FEET TO THE EAST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 150.07 FEET TO A LINE 43.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE WEST ALONG SAID LINE A DISTANCE OF 367.39 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 956.62 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 43.4 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 50.0 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 A DISTANCE OF 172.07 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE OF 1164.71 FEET, MORE OR LESS, IN LENGTH, EXTENDING FROM THE POINT OF BEGINNING SOUTHEASTERLY, FORMING AN ANGLE OF 19 DEGREES 11 MINUTES 10 SECONDS FROM EAST TO SOUTH EAST WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4, TO A POINT IN A LINE 100.0 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE CENTER LINE OF ILLINOIS COMMERCE COMMISSION TRACK NUMBER 1267 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND THE TANGENT THEREOF EXTENDED SOUTHWESTERLY; THENCE NORTHWESTERLY A DISTANCE OF 959.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL E:

EASEMENT FOR DRIVEWAY PURPOSES FOR THE BENEFIT OF PARCELS C AND D AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, TO HI-TEMP, INC., A CORPORATION OF DELAWARE DATED JUNE 15, 1967 AND RECORDED JUNE 23, 1967 AS DOCUMENT 20176428 AND RERECORDED JUNE 5, 1968 AS DOCUMENT 20509360 OVER AND UPON THE FOLLOWING DESCRIBED LAND:

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THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF PARCEL A HEREIN DESCRIBED; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HEREIN DESCRIBED AS LINE "A" A DISTANCE OF 410 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5 A DISTANCE OF 100 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY SPUR TRACK ILLINOIS COMMERCE COMMISSIONS NUMBER 1267, AS NOW LOCATED AND ESTABLISHED; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, A DISTANCE OF 310 FEET; THENCE EASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 90 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID ABOVE DESCRIBED LINE "A", THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 65 FEET, MORE OR LESS, TO A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 5 THROUGH THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE A DISTANCE OF 55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

PARCEL F:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 5, THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 368.78 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 43.4 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 367.55 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 43.42 FEET TO THE POINT OF BEGINNING

PARCEL G:

EASEMENT FOR THE BENEFIT OF PARCELS C AND F FOR PUBLIC UTILITIES AS CREATED BY GRANT FROM MYRTLE SIEGEL AND ROBERT SIEGEL, HER HUSBAND, TO HI-TEMP, INC., A CORPORATION OF DELAWARE, DATED AUGUST 29, 1967 AND RECORDED SEPTEMBER 9, 1968 AS DOCUMENT 20608960, OVER THE EAST 13 FEET OF LOT 11 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, A SUBDIVISION IN THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL H:

A STRIP OF LAND IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE SOUTH 72 DEGREES 32 MINUTES 50 SECONDS EAST 1163.75 FEET TO A POINT IN A LINE THAT IS 100.0 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH THE CENTER LINE OF ILLINOIS COMMERCE COMMISSION TRACK NUMBER 1267 OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AND THE TANGENT THEREOF EXTENDED SOUTHWESTERLY; THENCE NORTH 72 DEGREES 43 MINUTES 00 SECONDS EAST ON SAID PARALLEL LINE 224.56 FEET TO A POINT IN THE EAST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID LINE 52.36 FEET TO A POINT IN A LINE THAT IS 50.0 FEET NORTHWESTERLY OF THE SAID CENTER LINE OF SAID RAILROAD TRACK (BY RIGHT ANGLE MEASUREMENT); THENCE SOUTH 72 DEGREES 43 MINUTES 00 SECONDS WEST ON SAID LINE 277.29 FEET TO A POINT IN A LINE THAT IS 80 FEET SOUTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, OF THE AFORESAID COURSE THAT HAS A BEARING OF SOUTH 72 DEGREES 32 MINUTES 50 SECONDS EAST; THENCE NORTH 72 DEGREES 32 MINUTES 50 SECONDS WEST ON SAID LINE 1111.07 FEET TO THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE NORTH 0 DEGREES 04 MINUTES 00 SECONDS EAST ON SAID LINE 83.83 FEET TO THE POINT OF BEGINNING

PARCEL I:

EASEMENT FOR THE BENEFIT OF PARCEL H AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A CORPORATION OF DELAWARE TO BEATRICE FOODS, INC., DATED MAY 9, 1974 AND RECORDED JULY 11, 1974 AS DOCUMENT 22779798 FOR ROADWAY PURPOSES ONLY, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND IN THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4 OF THE SOUTH WEST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 49.95 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AT RIGHT ANGLES TO LAST COURSE 175.0 FEET; THENCE SOUTH 25 DEGREES 10 MINUTES 10 SECONDS WEST TO A POINT IN THE WEST LINE OF SAID NORTH EAST 1/4 OF THE SOUTH WEST 1/4, SAID POINT BEING 100 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH THE CENTER LINE OF ILLINOIS COMMERCE COMMISSION TRACK NUMBER 1267 OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ON SAID WEST LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 52.36 FEET TO A POINT THAT IS 50 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, OF SAID CENTER LINE OF RAILROAD TRACK; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AT RIGHT ANGLES TO THE LAST COURSE 28.98 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH SAID WEST LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 114.03 FEET TO THE AFORESAID COURSE THAT HAD A BEARING OF SOUTH 25 DEGREES 10 MINUTES 10 SECONDS WEST; THENCE SOUTH 25 DEGREES 10 MINUTES 10 SECONDS WEST ON SAID LINE 68.14 FEET TO THE POINT OF BEGINNING

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PARCEL J:

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6 WHICH IS 390.46 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT WITH THE SAID EAST LINE OF SECTION 6, FOR A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 303 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE WHICH IS PARALLEL WITH SAID FIRST DESCRIBED LINE FOR A DISTANCE OF 249.58 FEET TO A POINT IN SAID EAST LINE OF SECTION 6; THENCE NORTH ON SAID SECTION LINE A DISTANCE OF 303 FEET TO THE POINT OF BEGINNING

PARCEL K:

THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6, DISTANT 315.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT WITH SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 6, A DISTANCE OF 75 FEET, MORE OR LESS, TO THE NORTH WEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED DATED APRIL 22, 1954 AND RECORDED JUNE 23, 1954 AS DOCUMENT 15941097; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE FIRST HEREIN DESCRIBED COURSE A DISTANCE OF 249.58 FEET TO THE AFORESAID EAST LINE OF SECTION 6, SAID PARALLEL LINE BEING ALSO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED BY THE AFORESAID DEED RECORDED JUNE 23, 1954 AS DOCUMENT 15941097; THENCE NORTH ALONG SAID EAST LINE OF SECTION 6, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING

PARCEL L:

LOT 12 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL M:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF LOT 1 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 5 AFORESAID; THENCE SOUTH ALONG A LINE 60 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF THE OLD CONCRETE PAVEMENT OF WOLF ROAD 252.12 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID PARALLEL LINE 376.08 FEET TO THE INTERSECTION OF THE SOUTH LINE AND ITS WESTERLY EXTENSION OF LOT 3 IN SAID FARM ADDITION; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 AFORESAID, 60.02 FEET TO THE AFOREMENTIONED CENTER LINE OF PAVEMENT OF WOLF ROAD, THENCE NORTH ALONG SAID CENTER LINE AND ITS NORTHERLY EXTENSION 378.0 FEET TO A POINT AT RIGHT ANGLES TO THE POINT OF BEGINNING; THENCE EAST 40 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED BY AND ON THE PLAT OF MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE RECORDED JUNE 14, 1945 AS DOCUMENT 13529319, AS CORRECTED BY DOCUMENT NUMBER 13593942), IN COOK COUNTY, ILLINOIS

PARCEL N:

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 83.33 FEET SOUTH OF THE EAST 1/4 CORNER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 86.58 FEET MORE OR LESS, TO A POINT 693.46 FEET SOUTH OF THE CENTER LINE OF LAKE STREET (MEASURED ALONG THE EAST LINE OF SAID SECTION); THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 249.58 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 87.53 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING, AND WHICH FORMS AN ANGLE OF 72 DEGREES 36 MINUTES 50 SECONDS IN THE NORTH WEST QUADRANT WITH THE EAST LINE OF SAID SECTION; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE 249.39 FEET, MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT THE COAL, OIL, GAS, CASINGHEAD GAS, METALS, ROCK AND ALL MINERALS OF EVERY KIND AND NATURE IN, ON, OR UNDER THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF SAID MINERAL ESTATE), ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

SCHEDULE OF PERMITTED
TITLE EXCEPTIONS

1. GENERAL TAXES FOR 1986 AND SUBSEQUENT YEARS.

2. GRANT OF EASEMENT RECORDED FEBRUARY 2, 1980 AS DOCUMENT 25369205 MADE BY BEATRICE FOODS CO., A DELAWARE CORPORATION TO THE COMMONWEALTH EDISON COMPANY, AND THE ILLINOIS BELL TELEPHONE COMPANY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, POLES, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, WITH RIGHT TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND CLEAR OBSTRUCTIONS AS MAY BE REQUIRED OVER AN UNSPECIFIED PORTION OF THE LAND.
(FOR FURTHER PARTICULARS SEE DOCUMENT)
(AFFECTS PARCELS H).

3. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR WOLF ROAD.
(AFFECTS PARCELS D, I, J, K AND N).

4. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
(AFFECTS PARCELS A THROUGH G INCLUSIVE).

4. POWER LINES AND WATER MAINS ALONG THE MOST NORTHERLY LINE OF PARCEL D AND THE NORTHERLY LINE OF PARCEL F.
(AFFECTS PARCELS D AND F).

5. RESERVATION MADE BY CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, IN DEED BY SAME TO MT-TEMP, INC., DATED JULY 5, 1966 AND RECORDED JULY 28, 1966 AS DOCUMENT 19899630 TO CHICAGO, NORTHWESTERN RAILWAY COMPANY, ITS LESSEES, LICENSEES, SUCCESSORS AND ASSIGNS OF THE RIGHT TO MAINTAIN, OPERATE, USE, RECONSTRUCT, AND REPLACE ANY AND ALL EXISTING CONDUITS, SEWERS, WATER MAINS, INCLUDING THE 8 INCH WATER MAIN, GAS LINES, ELECTRIC POWER LINES, COMMUNICATION LINES, WIRES AND UTILITIES ON SAID LAND.
(AFFECTS PARCEL F).

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6. RESTRICTION OF LOCATION OF BUILDINGS TO BE ERRECTED ON THE LAND THAT SAME SHALL NOT BE CONSTRUCTED OVER OR UPON THE EXISTING 8 INCH WATER LINE UNLESS GRANTEE, ASSUMES ENTIRE EXPENSE OF RELOCATION OF SAME TO A MUTUALLY SATISFACTORY LOCATION, AS CONTAINED IN DEED NOTED ABOVE, AS DOCUMENT 19899630. (AFFECTS PARCEL F).

7. RESERVATION TO THE GRANTOR ITS LESSEE, LICENSEES, SUCCESSORS AND ASSIGNS AS CONTAINED IN DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, TO BLANCHE KIRIAN, DATED JANUARY 2, 1964 AND RECORDED JANUARY 27, 1964 AS DOCUMENT 19031927 AND RE-RECORDED AS DOCUMENT 19041792, OF THE 8 INCH WATER LINE LOCATED ADJOINING TO NORTHERLY LINE OF PARCEL D HEREIN, TOGETHER WITH THE RIGHT TO USE AND OCCUPY AND ENJOY A STRIP OF LAND OF SUFFICIENT WIDTH ON EACH SIDE OF THE SIDE OF THE CENTER LINE OF SAID WATERLINE FOR THE PROPER MAINTENANCE AND OPERATION THEREOF UNTIL SUCH TIME AS THE GRANTOR, IT SUCCESSORS AND ASSIGNS SHALL PERMANENTLY ABANDON THE USE OF SAID WATER LINE. (AFFECTS PARCEL D - MAY AFFECT PARCEL C).

8. UTILITY POLES ALONG THE WEST LINE OF PARCEL B, AS DISCLOSED BY SURVEY DATED 11/26/80.

9. EASEMENT UPON, OVER AND UNDER THE NORTH 10 FEET OF PARCEL F TO CONSTRUCT, MAINTAIN, RELOCATE, AND RENEW EQUIPMENT CONSISTING OF POLES, POLE STRUCTURES, ETC. AND OTHER NECESSARY ELECTRIC FACILITIES AND TO TRANSMIT BY MEANS OF SAID EQUIPMENT, ELECTRICITY, AND ALSO TO TRIM TREES, BUSHES, ETC. REQUIRED INCIDENT TO THE GRANT HEREIN, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES AS CREATED BY GRANT FROM HI-TEMP INC., A CORPORATION OF ILLINOIS TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DATED JULY 25, 1967 AND RECORDED JULY 28, 1967 AS DOCUMENT 20211292. (AFFECTS PARCEL F).

10. EASEMENT FOR DRIVEWAY PURPOSES OVER THE EAST 35 FEET OF PARCEL B AS RESERVED IN DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE TO HI-TEMP INC., DATED MARCH 10, 1967 AND RECORDED MARCH 20, 1967 AS DOCUMENT 20038570 (AFFECTS PARCEL B).

11. EASEMENT OVER THE NORTH 5 FEET OF PARCEL D TO CONSTRUCT, MAINTAIN, RELOCATE AND RENEW EQUIPMENT CONSISTING OF POLES, POLE STRUCTURES, ETC. AND OTHER NECESSARY ELECTRIC FACILITIES AND TO TRANSMIT BY MEANS OF SAID EQUIPMENT, ELECTRICITY AND ALSO TO TRIM SUCH TREES, BUSHES, ETC. REQUIRED INCIDENT TO THE GRANT HEREIN TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES AS CREATED BY GRANT FROM HI-TEMP INC., A CORPORATION OF ILLINOIS TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DATED JULY 25, 1967 AND RECORDED JULY 28, 1967 AS DOCUMENT 20211291. (AFFECTS THE NORTH 5 FEET OF PARCEL D).

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12. TERMS, PROVISIONS, AND CONDITIONS RELATING TO SAID EASEMENT DESCRIBED AS PARCEL E CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.
(AFFECTS PARCEL E).
13. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
(AFFECTS PARCEL E).
14. TERMS, PROVISIONS AND CONDITIONS RELATING TO SAID EASEMENT DESCRIBED AS PARCEL G CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.
(AFFECTS PARCEL G).
15. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
(AFFECTS PARCEL G).
16. RIGHTS OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, THE GRANTOR IN THE EASEMENT GRANTED IN THE DEED TO HI-TEMP, INC., AN ILLINOIS CORPORATION, DATED JUNE 15, 1967 AND RECORDED JUNE 23, 1967 AS DOCUMENT 20176488, AS EXCEPTED AND RESERVED TO SAID GRANTOR, ITS LESSEES, LICENSEES, SUCCESSORS AND ASSIGNS, THE RIGHT TO MAINTAIN, OPERATE, USE, RECONSTRUCT AND REPLACE ANY AND ALL EXISTING CONDUITS, SEWERS, WATER MAINS, GAS LINES, ELECTRIC POWER LINES, COMMUNICATION LINES, WIRES AND OTHER UTILITIES ON SAID LAND.
(AFFECTS PARCEL E).
17. RESTRICTIONS CONTAINED IN THE PLAT OF MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE RECORDED JUNE 14, 1945 AS DOCUMENT 13529319, RELATING TO THE LOCATION, AND CONSTRUCTION OF WATER WELLS AND WASTE DISPOSAL SYSTEMS.
NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OR FOR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION
(AFFECTS PARCELS G AND I).
18. COVENANTS AND RESTRICTIONS CONTAINED IN DOCUMENT 13657747 RECORDED NOVEMBER 13, 1945, RELATING TO THE USE, LOCATION, APPROVAL OF PLANS, COST, CONSTRUCTION, HEIGHT, CHARACTER, OF

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BUILDINGS TO BE ERECTED ON THE LAND.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OR FOR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

NOTE: THE AFORESAID RESTRICTIONS WERE PURPORTEDLY ABROGATED BY INSTRUMENTS RECORDED OCTOBER 22, 1956 AS DOCUMENT NUMBERS 16733325, 16733326 AND 16756960.

(AFFECTS PARCEL G).

19. EASEMENT FOR UTILITIES RESERVED OVER THE REAR 10 FEET OF PARCEL G AS DISCLOSED IN DOCUMENT 13657747 AND ACCORDING TO PLAT DOCUMENT 13529319.
(AFFECTS PARCEL G).
20. RAILROAD RIGHT OF WAY, SWITCH AND SPUR TRACKS.
(AFFECTS PARCELS H, I, J, K, AND N).
21. EASEMENTS FOR PUBLIC SERVICE POLES AND WIRES AS DISCLOSED BY OUR INSPECTOR.
(AFFECTS PARCELS H AND I).
22. RESERVATION CONTAINED IN THE QUIT CLAIM DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, TO CLEVELAND CHAIR COMPANY, INC., A CORPORATION OF TENNESSEE, DATED APRIL 22, 1954 AND RECORDED JUNE 23, 1954 AS DOCUMENT 15941097, OF THE POLES AND WIRES OF TELEPHONE LINE AND POWER LINE NOW LOCATED UPON THE LAND, TOGETHER WITH RIGHT TO MAINTAIN, AND RECONSTRUCT SAME UNTIL SUCH TIME AS SAID POLES AND WIRES ARE PERMANENTLY REMOVED BY GRANIOR AND THE GRANTEE AGREES TO ASSUME ENTIRE COST AND EXPENSE OF SUCH REMOVAL.
(AFFECTS PARCEL J).
23. EASEMENT IN, UPON, UNDER AND ALONG THE WEST 10 FEET OF THE EAST 55 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS THERETO, AS CREATED BY GRANT TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 23, 1962 AS DOCUMENT 18383352.
NOTE: PURPORTEDLY RELEASED BY DOCUMENT RECORDED MARCH 2, 1981 AS DOCUMENT 25791822.
(AFFECTS PARCELS J AND K).

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24. EASEMENT IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:
THE WEST 10 FEET OF THE EAST 45 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6 A DISTANCE OF 390.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 73 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 303.0 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE SAID FIRST DESCRIBED LINE, A DISTANCE OF 249.58 FEET TO A POINT IN THE SAID EAST LINE OF SECTION 6; THENCE NORTH ON THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 303.0 FEET TO THE POINT OF BEGINNING.

AND THAT PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6 A DISTANCE OF 315.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS, IN THE NORTH WEST QUADRANT, WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE SAID FIRST DESCRIBED LINE, A DISTANCE OF 249.58 FEET TO A POINT IN THE SAID EAST LINE OF SECTION 6; THENCE NORTH ON THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 75.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, TO LAY, MAINTAIN, OPERATE, REMOVE, RENEW AND REPLACE GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH RIGHT OF ACCESS THERETO FOR SAID PURPOSES, AS CREATED BY GRANT FROM HI-TEMP, INC., A CORPORATION OF ILLINOIS TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, DATED MARCH 4, 1965 AND RECORDED APRIL 1, 1965 AS DOCUMENT 19423156.

NOTE: PURPORTED TO BE PARTIALLY RELEASED BY INSTRUMENT RECORDED MARCH 2, 1981 AS DOCUMENT 25791823, RELEASE AFFECTS FOLLOWING DESCRIBED LAND:

THE SOUTH 210.0 FEET OF THE FOLLOWING LEGAL: THE WEST 10 FEET OF THE EAST 43 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS. BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6 DISTANCE 390.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE

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WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 303.0 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE SAID FIRST DESCRIBED LINE, A DISTANCE OF 249.58 FEET TO A POINT IN THE SAID EAST LINE OF SECTION 6; THENCE NORTH ON THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 303.0 FEET TO THE PLACE OF BEGINNING; CONTAINING 1.66 ACRES, MORE OR LESS AND, THAT PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 315.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTER LINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTH WEST QUADRANT, WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 75.0 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE SAID FIRST DESCRIBED LINE, A DISTANCE OF 249.58 FEET TO A POINT IN THE SAID EAST LINE OF SECTION 6; THENCE NORTH ON THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 75.0 FEET TO THE PLACE OF BEGINNING, CONTAINING .410 ACRE, ALL IN COOK COUNTY, ILLINOIS.

(AFFECTS PARCELS J AND K).

25. EASEMENT FOR UTILITY PURPOSES OVER, UPON AND ACROSS THE SOUTH 10 FEET OF THE LAND ACCORDING TO THE PLAT RECORDED AS DOCUMENT 13529319.
(AFFECTS PARCEL L).
26. COVENANTS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 13, 1945 AS DOCUMENT 13657777 RELATING TO THE USE, LOCATION, COST, AREA, CHARACTER, NUMBER, HEIGHT, CONSTRUCTION AND APPROVAL OF PLANS AND SPECIFICATIONS OF BUILDING TO BE ERRECTED ON SAID LAND AND RELATING TO THE SIZE OF THE BUILDING PLOT, PROHIBITING ADVERTISING SIGNS OR BILLBOARDS OF ANY KIND ON SAID LAND.
NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OR FOR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION
NOTE: PURPORTEDLY ABROGATED BY DOCUMENT 16733325, 16722326 AND 16756960.
(AFFECTS PARCEL L).

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27. EASEMENT RESERVED OVER THE REAR 10 FEET OF THE LAND ACCORDING TO INSTRUMENT RECORDED NOVEMBER 13, 1945 AS DOCUMENT 13657747. (AFFECTS PARCEL L).
28. BY INSTRUMENT DATED MARCH 11, 1966 AND RECORDED MARCH 18, 1966 AS DOCUMENT 19770850, THE CITY OF NORTHLAKE QUIT-CLAIMED ALL INTEREST IN AND TO THE UTILITY EASEMENT ON THE EAST 10 FEET OF THE LAND UNTO 75 EAST LAKE STREET BUILDING CORPORATION, A CORPORATION OF ILLINOIS. (AFFECTS PARCEL L).
32. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO OTHER PARTS OF THE LAND FALLING IN ROADS AND HIGHWAYS, OTHER THAN WOLF ROAD. (AFFECTS PARCEL N).
29. POSSIBLE UTILITY EASEMENTS OVER THE LAND AS DISCLOSED BY OUR REPORT ON POSSESSION. (AFFECTS PARCEL N).
30. RESERVATION OF THE SPUR TRACK LOCATED ON THE LAND TOGETHER WITH THE RIGHT TO USE, OCCUPY AND ENJOY STRIPS OF LAND OF SUFFICIENT WIDTH AND IN NO CASE IN THAT 18 FEET IN WIDTH, BEING 9 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF SAID TRACK FOR THE PROPER MAINTENANCE AND OPERATION OF SAID TRACK AS CONTAINED IN DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AN ILLINOIS CORPORATION TO BEATRICE FOODS CO. RECORDED JANUARY 22, 1979 AS DOCUMENT 24809282 UNTIL SUCH TIME AS GRANTOR, ITS SUCCESSORS OR ASSIGNS, SHALL PERMANENTLY ABANDON THE USE OF SAID TRACK AND REMOVE SAME FROM SAID REAL ESTATE. (AFFECTS PARCEL N).
31. RESERVATION OF THE RIGHT TO CONTINUE TO PROTECT, MAINTAIN, OPERATE AND USE ANY AND ALL EXISTING DRAINAGE, DRIVEWAYS, ROADS, CONDUITS, SEWERS, WATER MAINS, GAS LINES, ELECTRIC POWER LINES, COMMUNICATION LINES, WIRES AND OTHER UTILITIES AND EASEMENTS OF ANY KIND WHATSOEVER ON THE LAND INCLUDING THE REPAIR, RECONSTRUCTION AND REPLACEMENT THEREOF CONTAINED IN THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO BEATRICE FOODS CO., A DELAWARE CORPORATION, RECORDED JANUARY 22, 1979 AS DOCUMENT 24809282. (AFFECTS PARCEL N).
32. RESERVATION OF THE METERED POWER COMPANY SUB-STATION, INCLUDING UNLIMITED ACCESS TO SAID SUB-STATION, WATER LINES AND ELECTRICAL TRANSMISSION LINES FOR MAINTENANCE, REPLACEMENT AND RENOVATION PURPOSES CONTAINED IN CHICAGO AND NORTHWESTERN TRANSPORTATION

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COMPANY, A DELAWARE CORPORATION, TO BEATRICE FOODS CO., A DELAWARE CORPORATION, RECORDED JANUARY 22, 1979 AS DOCUMENT 24809282 UNTIL SUCH TIME AS SAID FACILITIES ARE PERMANENTLY REMOVED AND ABANDONED.
(AFFECTS PARCEL N).

33. MINERAL SEVERANCE DEED DATED NOVEMBER 21, 1978 AND RECORDED JANUARY 22, 1978 AS DOCUMENT 24809282 CONVEYED THE LAND BUT RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS THE OWNERSHIP OF ALL COAL, OIL, GAS, CASINGHEAD GAS, METALS, ROCK, AND ALL MINERALS OF EVERY KIND AND NATURE, IN, ON OR UNDER THE SURFACE OF THE REAL ESTATE TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO ENTER UPON SAID REAL ESTATE TO PROTECT, CONSERVE, MINE, DRILL AND TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT INTERFERE WITH THE USE BY THE GRANTEE OF THE SURFACE OF THE RELATING HEREBY CONVEYED.
NOTE: MINERAL TITLE NOT SHOWN FURTHER.
(AFFECTS PARCEL N).
34. ENCROACHMENT OF NITROGEN MANUFACTURING PLANT LOCATED ON PARCEL N OVER THE SOUTH LINE OF THE LAND, OVER AND ACROSS ADJOINING LAND, BY 1.68 FEET, AS DISCLOSED BY SURVEY DATED NOVEMBER 26, 1980 BY EARL M. SMITH & ASSOCIATES
35. LEASE RECORDED SEPTEMBER 4, 1984 AS DOCUMENT 27239044 MADE BY HI-TEMP, INC., A SUBSIDIARY OF MC CALL INDUSTRIES, INC., A CORPORATION OF DELAWARE, LESSOR, AND AIR PRODUCTS AND CHEMICALS, INC., A CORPORATION OF DELAWARE, LESSEE, DEMISING THE LAND FOR A PERIOD OF TIME, CONTINGENT ON CERTAIN EVENTS DESCRIBED IN SAID LEASE AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

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