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## OPEN-END MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that SAMUEL G. KEYWELL COMPANY, a Michigan corporation (hereinafter called the "Mortgagor"), whose address is 3100 Lonyo Avenue, Detroit, Michigan 48209 for and in consideration of the sum of \$1.00 and other good and valuable consideration, including without limitation, the Mortgagee's agreement (as provided in the Financing Agreement, defined below) to loan up to \$39,000,000 to Samuel G. Keywell Company, the receipt, sufficiency, and adequacy of which are hereby acknowledged, received to Mortgagor's full satisfaction from CITICORP INDUSTRIAL CREDIT, INC., a Delaware corporation (hereinafter called the "Mortgagee"), whose address is 20th Floor, Bond Court Building, 1300 East Ninth Street, Cleveland, Ohio 44114, and in consideration of the payments or advances made or to be made hereafter, gives, grants, bargains, assigns, conveys, transfers, sells, confirms, alters, releases, enfeoffs, pledges, sets over mortgages and warrants to the said Mortgagee, its successors and assigns, to secure the payment of the "Indebtedness" (defined herein below), the real property situated in the City of Chicago, County of Cook, State of Illinois, located at 11900 South Cottage Grove Ave., described in Exhibit 1, attached hereto and made a part hereof by reference, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the state or any other state or the United States;

TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the estates and real property described in Exhibit 1, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all and singular right, title and interest, including any after-acquired title or reversion, in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

TOGETHER with all rents, issues, proceeds, income, revenue and profits accruing and to accrue therefrom; and

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TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Open-End Mortgage And Security Agreement (the "Mortgage") immediately upon the delivery thereof to the Premises (as hereinafter defined); all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to such building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for such indebtedness and covered by this Mortgage and, as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, for the benefit of Mortgagee; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which such awards and compensation are hereby assigned to Mortgagee subject to the provisions of Section 12 hereinafter). Mortgagor hereby appoints Mortgagee its Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of such Attorney, on behalf of Mortgagor and its successors or assigns to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor (but not to adjust or compromise the claim) and, after deducting expenses of collection but subject to the provisions of Section 12 hereof, to apply the net proceeds without penalty or premium as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that such indebtedness is otherwise adequately secured.

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TOGETHER with all of Mortgagor's interest in all present and future leases, lettings and licenses of the land, improvements and personalty including, without limitation, cash or securities deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personalty, and in and to present and future remainders, rents, issues and profits thereof, and

TOGETHER with all of Mortgagor's interest in all right, title and interest of Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor insuring the improvements and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Mortgagor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personalty made or acquired by Mortgagor after the date hereof subject to the provisions of Section 6 hereof; and all licenses, permits and other like rights or interests now or hereafter held or acquired by Mortgagor and necessary or useful for the operation of the land, improvements and personalty.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the Office of the County Recorder where the Premises (including such fixtures) are situated. The mailing address of Mortgagor is set forth at the beginning of this Mortgage and the address of the Mortgagee from which information concerning the security interest may be obtained is the address of the Mortgagee set forth at the beginning of this Mortgage.

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The property hereinabove mentioned is hereinafter referred to as the "Real Property" to the extent that the same is realty, and as the "Collateral" to the extent that the same is personalty. The Real Property and the Collateral are collectively referred to herein as the "Premises", except where Real Property and Collateral are specifically referred to.

TO HAVE AND TO HOLD the Premises with the appurtenances thereunto belonging unto the Mortgagee, its successors and assigns, forever.

Mortgagor covenants with Mortgagee, its successor and assigns, that at and until the ensealing of these presents: (i) Mortgagor is well seized of the Premises and has a good and indefeasible estate in fee simple in the Real Property and has good right to bargain, sell and convey the same in manner and form as above written; (ii) Mortgagor will warrant and defend the Real Property with the appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever against all lawful claims, and demands whatsoever except only those listed in Exhibit 2, attached hereto and made a part hereof by reference; (iii) the Real Property is free and clear of all liens and encumbrances except only those listed in Exhibit 2, attached hereto and made a part hereof by reference; (iv) the Premises and the intended use thereof by Mortgagor comply with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, rules and regulations of any other governmental authority whatsoever; and (v) Mortgagor will execute, acknowledge and deliver all necessary assurances to Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereafter bound so to do.

The conditions of this Mortgage are such that Mortgagor has executed and delivered this Mortgage for the purpose of securing the performance of its covenants and agreements contained herein and in any agreement made with respect to any loan secured hereby and to secure the payment when due, but not necessarily in the order set forth, of:

(a) (i) the principal amount of up to Seven Million Seven Hundred Fifty Thousand Dollars (\$7,750,000) with interest thereon, as evidenced by that certain Term Note A (the "Term Note A"), dated February 28, 1986, executed by Mortgagor to the order of Mortgagee and delivered to Mortgagee and (ii) the principal amount of up to Three Million Dollars (\$3,000,000) with interest thereon, as evidenced by a Term Note B (the "Term Note B") (Term Note B together

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with the Term Note A, referred to herein as the "Notes") dated February 28, 1986, executed by Mortgagor to the order of Mortgagee and delivered to Mortgagee, in each case such principal and interest is payable as set forth therein, with the final scheduled payment of said principal and interest being, in the case of Term Note A, due and payable on February 1, 1991, and, in the case of Term Note B, due and payable on March 1, 1988, and on the other terms and conditions contained therein, all as more specifically set forth therein, as the same may be amended, revised or replaced from time to time;

(b) any and all sums advanced or loaned by Mortgagee to Mortgagor pursuant to a Financing Agreement (the "Financing Agreement") by and between Mortgagor and Mortgagee, dated as of February 28, 1986, which agreement provides for loans and advances of up to Thirty-nine Million Dollars (\$39,000,000) (including the \$10,740,000 evidenced by Term Note A and Term Note B), all as more specifically set forth therein, as the same may be amended, revised or replaced from time to time;

(c) all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage or any other instrument securing the Indebtedness;

(d) all advances or disbursements of Mortgagee with respect to the Premises for the payment of taxes, levies, assessments, insurance, insurance premiums or costs incurred in the protection of the Premises;

(e) the unpaid balances of any loan advances and all other liabilities and indebtedness of Mortgagor to Mortgagee, direct or contingent, now or hereafter owing by Mortgagor to Mortgagee to the extent that the total unpaid loan indebtedness secured hereby, exclusive of the interest thereon does not exceed the maximum amount specified in this Open-End Mortgage and Security Agreement, which is Thirty-nine Million Dollars (\$39,000,000);

(all of such debts and obligations being collectively referred to hereinafter as the "Indebtedness"), and as security for the payment of the Indebtedness and as security for future advances, Mortgagor has granted to Mortgagee hereunder a lien against the Premises. In accordance with the provisions of the Notes and Financing Agreement, the whole of the principal sum thereof then unpaid may be declared and become due and payable upon the occurrence of an event of default hereunder or thereunder. This Mortgage

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is given for the purpose of creating a lien on the Premises and expressly is to secure not only the existing indebtedness but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee or otherwise to the same extent as if such future advances were made on the date of the execution of this Mortgage, and creates such a lien for all advances regardless of who is the owner of the Premises at the time such advance is made. THE COLLATERAL MORTGAGED PURSUANT TO THIS MORTGAGE SECURES NOT ONLY EXISTING INDEBTEDNESS, BUT ALSO INDEBTEDNESS FOR FUTURE ADVANCES MADE WITHIN TWENTY (20) YEARS FROM THE DATE HEREOF. The total amount of the Indebtedness may decrease or increase from time to time and the Mortgagee may hereafter as or shall as required and obligated by the Notes or Financing Agreement at any time after this Mortgage is delivered to the county recorder for record make further advances to the Mortgagor but the total unpaid balance secured at any one time shall not exceed \$39,000,000 plus interest thereon and any disbursement made for the payment of taxes, levies or insurance on the Premises with interest on such disbursements. Any such further advances, with interest, shall be secured by this Mortgage and shall be evidenced by the Financing Agreement and/or the Notes.

Any breach or default by Mortgagor under the provisions of or any "Event of Default" under the Financing Agreement shall constitute a default hereunder and any breach or default under any of the Collateral Documents or Affiliate Collateral Documents (as such terms are defined in the Financing Agreement and herein collectively referred to as the "Collateral Documents") shall also constitute a default hereunder.

Mortgagor, its successors and assigns, hereby covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. Mortgagor will pay the Indebtedness according to its tenor and effect when due and owing and keep and perform all covenants, agreements, conditions and stipulations contained in the Notes and in each of the Collateral Documents to which Mortgagor is a party.

2. Mortgagor shall pay or cause to be paid, before any penalty, interest or cost may be imposed, all real estate taxes, assessments, levies, water and sewer rents and charges, charges for public utilities and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the term of this Mortgage may be assessed, levied, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Premises or any part thereof or any

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appurtenance thereto (all such taxes, assessments, levies, water and sewer rents and charges, charges for public utilities, and other governmental charges being hereinafter referred to as "Taxes", and any of the same being hereinafter referred to as a "Tax"); provided, however, that if any Tax may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Tax), Mortgagor may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Tax) in installments and, in such event, shall pay such installments as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto. In order more fully to protect the security of this Mortgage, the Mortgagor will pay to the Mortgagee in addition to the monthly payments of principal and interest under the terms of the Indebtedness secured hereby and concurrently therewith monthly until the Indebtedness is fully paid, the following sums:

(a) A sum equal to one-twelfth (1/12) of the estimated annual cost of the Taxes, and one-twelfth (1/12) of the annual insurance premiums required to keep the buildings, fixtures and equipment of the premises insured as required by Section 9 hereof against loss or damage, for the benefit of, with loss payable to, and in the manner and amount approved by Mortgagee, which monthly payments shall be credited to an escrow account, to be held by the Mortgagee without interest accruing thereon to pay each of the said particular items. The amount of the estimated monthly payment under this section may be adjusted from time to time so that the amount deposited by Mortgagor shall approximate the total sum required annually for all of the Taxes and insurance. This adjustment shall be made on demand of Mortgagee and any deficiencies shall be paid by Mortgagor upon Mortgagee's demand. If funds in the escrow account are insufficient to pay all of the Taxes, insurance or insurance premiums and Mortgagor has failed, refused or neglected to pay the same as they become due, Mortgagee may, but shall have no obligation to, pay the same plus any interest or penalties due thereon. Any such amount so paid by Mortgagee shall be added to the Indebtedness forthwith with interest at the rate of two percent (2%) plus the rate set forth in Section 2.4(c) of the Financing Agreement ("Default Rate") but in no event shall the Default Rate be more than 25% per annum. No later than ten (10) days prior to the last date when any installment of Taxes or insurance premiums is due without penalty, interest, or delinquency, the Mortgagor shall present to Mortgagee the bill for any such installment of taxes and assessments or premiums, and Mortgagee shall immediately draw a check on the

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escrow account, payable to the appropriate governmental authority, or insurer, as the case may be, for the amount of said installment (to the extent such funds exist in the escrow account), and shall deliver such check to Mortgagor.

(b) Upon receipt of said check by Mortgagor if such funds are being escrowed, or ten (10) days before the last date such payment is due without penalty, interest, or delinquency, if such funds are not being escrowed, Mortgagor shall pay and discharge, as the same become payable, the Taxes, including all taxes which may be assessed or levied under or by virtue of any law now or hereafter existing in the State of Illinois against the interest in the Premises of the debts secured by this Mortgage. Mortgagor will submit to the Mortgagee evidence of the due and punctual payment of the Taxes, as the Mortgagee may require. Any deficiency in the fixed amount of any such aggregate monthly payment not paid within the applicable grace period shall constitute an event of default under this Mortgage. In the event of a sale of the Premises, but without it being considered a waiver of any rights contained in Section 5 hereof, any such funds then on deposit with the Mortgagee, automatically and without necessity of further notice or written assignment, shall be transferred to and held thereafter for the account of the new owner to be applied in accordance with the foregoing, provided, however, that in the event there are any defaults hereunder at the time of a sale of the Premises, such funds may be used by Mortgagee to satisfy such defaults. Any excess funds accumulated remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required hereunder, but if any such item shall exceed the estimate therefor, the Mortgagor shall upon demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the the Premises is sold under foreclosure or are otherwise acquired by the Mortgagee after default, any remaining balance of the above accumulations shall, at the option of Mortgagee, be credited to the principal secured by this Mortgage as of the date such estates are acquired.

(c) Notwithstanding the foregoing provisions of subsection (a) above, (i) Mortgagor shall have the right to contest in good faith any of such taxes and assessments upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such

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contested taxes and assessments upon determination of such contest, or prior thereto if the continuance of such contest shall put the Premises in jeopardy of tax sale or forfeiture; (ii) and further that so long as there exists no default in the payment of the Indebtedness or under or in the performance of any obligation, covenant or agreement herein contained or contained in the Notes, Financing Agreement, or any other agreement between the Mortgagor and the Mortgagee, Mortgagor may make such payments of insurance premiums, taxes, assessments, levies, and other charges directly and without making the payments to the escrow account contemplated by subsection (a) above, but in the event of any such failure or default, the provisions set forth above providing for payments to the said escrow account shall be fully applicable and in full force and effect.

3. If at any time the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess or charge any tax, assessment or imposition upon this Mortgage or the credit or Indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then the Indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee; provided, however, that such election and the right to elect shall be unavailing if Mortgagor lawfully may pay for such stamps or such tax, including interest and penalties thereon, to or for the benefit of Mortgagee and elects to pay and does, in fact, pay for all such stamps or such tax, as the case may be, including interest and penalties thereon, within 20 days after Mortgagee notifies Mortgagor of such tax, assessment or imposition. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, evidence of citizenship and such other evidence as may be required by any government agency having jurisdiction in order to determine whether the obligation secured hereby is subject to or exempt from any such tax or any other governmental filing or reporting requirement.

4. Except for such encumbrances as to which Mortgagee has specifically consented in Section 5 below, Mortgagor shall keep the Premises free and clear from all mechanics liens and statutory liens of every kind other than taxes and permitted assessments which may be a lien but not yet due and payable and Mortgagor will not voluntarily create or permit to be created or filed against their respective interests in the Premises, or suffer to exist, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage (other than the lien or liens for real estate taxes and assessments for which the last date to pay without penalty, interest, or delinquency

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has not occurred) or if filed, Mortgagor will have the same discharged of record either by payment, the bonding thereof or other lawful means within sixty (60) days after notice of filing and further, that Mortgagor will keep and maintain the same free from all claims of all persons supplying labor, materials or services which will enter into or otherwise contribute to the construction of any and all buildings now being erected or which hereafter may be erected on the Premises, notwithstanding by whom such labor or materials may have been contracted; provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon the resolution of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

5. (a) Mortgagor acknowledges the reliance by Mortgagee upon the particular abilities of the Mortgagor and of its officers, agents and employees in managing and maintaining the Premises, and to protect Mortgagee's reliance on the continued management and maintenance of the Premises by Mortgagor, Mortgagor agrees not to relinquish management obligations to any entity without the prior written consent of Mortgagee. Further, Mortgagor agrees that Mortgagor shall not (i) sell, encumber (including, without limitation, by means of subordinate mortgage or lien upon the Real Property or any part thereof or interest therein), assign, lease or dispose of the Real Property or any part thereof or interest thereon, or (ii) enter into any contract or agreement to do anything prohibited by clause (i) of this Section, expressly including, without limitation, any land contract, lease/purchase, lease, option or option agreement without, in each such case first obtaining the written consent of Mortgagee. Any lease not actually approved by Mortgagee, shall, at the option of Mortgagee, be null and void and shall not grant any rights in the Premises to the tenant named therein. Any merger, consolidation or liquidation, or any change in ownership or power to vote any of Mortgagor's outstanding voting stock shall constitute a sale of the Premises for the purpose of this Mortgage. In the event title to the Premises, or any part thereof or interest therein becomes vested in a person or persons not approved by Mortgagee, the Indebtedness shall become due and payable in full at Mortgagee's option. In the event ownership of the Premises, or any part thereof or interest therein becomes vested in such person or persons other than Mortgagor, Mortgagee may,

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without notice to Mortgagor deal with such successor or successors in interest with reference to this Mortgage and the obligations hereunder in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting Mortgagor's liability hereunder, or the obligations hereby secured. Any lease or sublease of the Premises or any part thereof or interest thereon shall provide for the attornment by the subtenant thereof and of all subtenants or estates thereunder to the owner of the Premises after foreclosure in the event the sublease would otherwise have been terminated because of the foreclosure. The above notwithstanding, Mortgagor may enter into purchase money financing of fixtures as permitted by specifically the Financing Agreement.

(b) The consent of Mortgagee required hereunder may be refused by Mortgagee in its sole discretion or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole discretion of Mortgagee, including but not limited to the right to change the interest rate, date of maturity or payments of principal and/or interest due under the Financing Agreement and the Notes, to require payment of any amounts as additional consideration as a transfer fee or otherwise and to require assumption of the Notes and this Mortgage.

6. (a) Subject to the provisions of the Financing Agreement, Mortgagor shall keep and maintain all buildings and improvements (including fixtures) and all apparatus and personal property owned by Mortgagor now or hereafter situated on the Premises at all times in good order, condition and repair, and no buildings or substantial improvements on the Premises shall be structurally or materially altered or demolished or removed by Mortgagor except pursuant to a governmental order for an emergency situation without the prior written consent of Mortgagee.

(b) The Mortgagor further covenants and agrees to make no alterations to the existing buildings located on the premises that materially adversely affect or change either quantity or quality of the existing facility, without the prior written consent of the Mortgagee. Mortgagor further covenants and agrees that it shall and will continue to operate the Premises as currently operated and will not cease such operation without the Mortgagee's prior written consent.

7. Mortgagor hereby acknowledges that the indebtedness was incurred in good faith for full value received.

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## 8. Mortgagor warrants and represents that:

(a) Mortgagor is not now in default under any instruments or obligations relating to the Premises and no party has asserted any claim of default against Mortgagor relating to the Premises.

(b) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, credit agreement, trust indenture or other instrument to which Mortgagor is a party or by which it may be bound or affected, nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(c) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or to the best of Mortgagor's knowledge threatened against or affecting Mortgagor or the Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority and Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Premises.

(d) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all respects and (with respect to any financial statements) have been prepared in accordance with consistently applied generally accepted accounting principles and practices and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof and no facts or circumstances exist which might materially adversely affect Mortgagor's operations, properties, assets, prospects or conditions, financial or otherwise, which have not been disclosed in writing to Mortgagee prior to the date hereof.

9. (a) Mortgagor shall keep the improvements on the Premises insured by a policy or policies of All Risk Replacement Cost Insurance against loss or damage by fire, flood and such other hazards, casualties and contingencies (including, but not limited to, extended coverage, vandalism and malicious mischief), in an amount of not less than the greater of (i) the sum of \$ 2,750,000.00 or (ii) the amount necessary so that

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none of the parties hereto shall be deemed a co-insurer of a loss and for such length of time as shall be required by Mortgagee, for the benefit of Mortgagee, as its interests may appear, and shall place and keep with Mortgagee either the original policy of such insurance or, at Mortgagee's election, a copy thereof and an original certificate thereof. Mortgagor will also maintain flood insurance, if required, pursuant to a designation of the area in which the Premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount of not less than the greater of (i) the sum of \$ 2,750,000.00 or (ii) the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in such Act. In the event flood insurance in the required amount is not available, flood insurance in the maximum amount available shall be obtained.

(b) Mortgagor shall maintain for the mutual benefit of Mortgagee and Mortgagor general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or any elevators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than those then customarily carried with respect to premises similar in construction, general location, use and occupancy to the Premises, but in no event less than a single limit amount of \$ 1,000,000.00. All of such insurance shall be primary and non-contributing with any insurance which may be carried by Mortgagee.

(c) All such insurance policies shall be paid in full for periods of not less than one (1) year in advance, except that the existing or current policies at the execution of this Mortgage may be paid in full for a period of not less than three (3) months in advance. In the event such coverage is provided as part of a blanket policy, then in such event the amount of the coverage specifically applicable to the Premises shall be stated on the face of the policy. All insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to Mortgagee as first mortgagee without contribution and Mortgagor shall deliver to Mortgagee a new policy of replacement for any expiring policy, with evidence of advance premium payments, to Mortgagee at its office in Cleveland, Ohio, or at such other place or to such other party as Mortgagee may,

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from time to time, designate in writing, at least thirty (30) days before the date of such expiration.

(d) All amounts recoverable under any policy of casualty insurance are hereby assigned to Mortgagee and, in the event of a loss, Mortgagee is authorized and empowered, at its option, to adjust or compromise any loss covered by any insurance policies on the Premises, to collect and receive the proceeds therefrom and, after deducting from such proceeds any expenses incurred by it in the collection or handling thereof, to apply the net proceeds, at its option, in any one or more of the following ways:

(i) apply the same or any part thereof upon the Indebtedness, whether the Indebtedness be then matured or unmatured;

(ii) use the same or any part thereof to fulfill any of the covenants contained herein as Mortgagee may determine;

(iii) use the same or any part thereof to replace and restore the Premises to a condition satisfactory to Mortgagee; or

(iv) release the same or any part thereof to Mortgagor.

Mortgagee is hereby irrevocably appointed by Mortgagor as attorney for Mortgagor to assign any policy to itself or its nominees in the event of the foreclosure of this Mortgage. In the event of foreclosure of this Mortgage, or other transfer of title of the Premises in lieu of foreclosure, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee thereof.

10. In the event Mortgagor shall fail to comply with any or all of its covenants, agreements, conditions and stipulations herein set forth, then Mortgagee shall be and hereby is authorized and empowered at its option, but without legal obligation to do so, to pay or perform the same without waiver of any other remedy. In addition, Mortgagee is authorized and empowered at its option, but without legal obligation to do so, to enter, or have its agents enter, the Premises whenever necessary for the purpose of inspecting the Premises and curing any default hereunder. Mortgagor agrees that Mortgagee shall thereupon have a claim against Mortgagor for all sums paid by Mortgagee for such defaults so cured, together with a lien upon the Premises for the sum so paid plus interest at the Default Rate.

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11. Mortgagor shall not commit waste upon the Premises or suffer waste to be committed thereon. Mortgagor will keep the Premises in good order and repair and in full compliance with any law, regulation, ordinance or contract affecting the Premises and, from time to time, make all needful and proper replacements so that buildings, fixtures, machinery and appurtenances included in or on the Premises will at all times be in good condition, fit and proper for the respective purposes for which they were erected or installed. Mortgagor shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all necessary governmental and municipal approvals as may be necessary from time to time to comply with all environmental, ecological and other requirements and with any and all conditions attached to the insurance relating to the Premises and maintenance thereof, with all work of a structural or material nature being subject to prior written approval by Mortgagee, except for work made pursuant to a governmental order for an emergency situation. Mortgagor shall permit Mortgagee or its agents, at all reasonable times, to enter upon and inspect the Premises.

12. Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Except as provided in subsection (a) below, Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade or streets affecting the Premises, are hereby assigned to Mortgagee and Mortgagee at its option is hereby 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. After deducting from such proceeds any expenses incurred by Mortgagee in the collection or handling thereof, Mortgagee shall apply the net proceeds as follows:

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(a) In the event of such taking for which the reasonable cost of repair or restoration is Twenty Thousand Dollars (\$20,000) or less, and provided no default exists under the terms of this Mortgage, and Mortgagor furnishes evidence to Mortgagee satisfactory to Mortgagee that Mortgagor has the balance of funds necessary to complete restoration of the Premises in accordance with plans and specifications approved by Mortgagee (which cost of restoration may be established by the certificate of an architect satisfactory to Mortgagee), Mortgagee shall hold such net award and any additional funds of Mortgagor required to complete the restoration in trust and make such funds and proceeds available to Mortgagor for the restoration and repair of the Premises to as close as reasonably possible to their original condition and in accordance with plans and specifications approved in advance by Mortgagee. Such funds and proceeds shall be disbursed from time to time in an amount equal to the value of the work in place less a ten percent (10%) retainage upon verification by Mortgagor and Mortgagee of the amount and propriety of the work done and upon receipt by Mortgagee of executed partial lien waivers from all materialmen, contractors and subcontractors for such disbursement and otherwise in accordance with Mortgagee's usual disbursement procedures for construction loans. Final settlement shall be made when Mortgagee is satisfied that the damaged portion of the Premises has been restored in accordance with plans and specifications previously approved by Mortgagee and upon receipt of final lien waivers from all materialmen, contractors and subcontractors engaged in such repair or restoration. Any such funds remaining after such restoration shall be applied by Mortgagee as provided in subsection (b) below.

(b) In the event of such taking for which the reasonable cost of repair or restoration is greater than Twenty Thousand Dollars (\$20,000) or the provisions of subsection (a) above are not complied with by Mortgagor, Mortgagee may apply the net award, at its option, in any one or more of the following ways:

(i) apply the same or any part thereof upon the Indebtedness whether the Indebtedness be then matured or unmatured;

(ii) use the same or any part thereof to fulfill any of the covenants contained herein as Mortgagee may determine;

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(iii) use the same or any part thereof to replace or restore the Premises to a condition satisfactory to Mortgagee; or

(iv) release the same or any part thereof to Mortgagor.

Mortgagor hereby covenants and agrees to and with Mortgagee, upon the request of Mortgagee to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee, free and clear and discharged of any and all encumbrances of any kind or nature whatsoever except as above stated. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay installments on the Indebtedness and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt.

13. In the event an action shall be instituted to foreclose this Mortgage, or prior to foreclosure but after default, Mortgagee shall be entitled to the appointment of a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, such rents, issues and profits being hereby expressly assigned and pledged as security for the payment of the indebtedness secured by this Mortgage without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Indebtedness and regardless of whether Mortgagee has an adequate remedy at law. Mortgagor for itself and for any subsequent owner hereby waives any and all defenses to the application for a receiver as above provided and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right or remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver and the assignment of such rents, issues and profits is made an express condition upon which the loan hereby secured is made. In such event, the court shall at once on application of Mortgagee or its attorney in such action, ex parte and without notice, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE

January 11, 1900

REPORT

OF THE

COMMISSIONERS

OF LAND

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MINES

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DEVELOPMENT

AND

CONSERVATION

AND

REVENUE

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Indebtedness and of any other parties in interest, with power to collect the rents, issues and profits of the Premises during the pendency of such action, and to apply the same toward the payment of the several obligations herein mentioned and described, notwithstanding that the same or any part thereof is occupied by Mortgagor or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to and not in limitation of those provided by law and if there be no receiver so appointed, Mortgagee itself may proceed to collect the rents, issues and profits from the Premises. From any such rents, issues and profits collected by the receiver or by Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof and the expenses of operation of the Premises, including but not limited to real estate commissions, receiver's fee and the reasonable fees of its attorney, if any, and Mortgagee's attorney's fees, if permitted by law, and court costs, the remainder to be applied against the Indebtedness. In the event the rents, issues and profits are not adequate to pay all tax and other expenses of operation, Mortgagee may, but is not obligated to, advance to any receiver the amounts necessary to operate, maintain and repair, if necessary, the Premises and any such amounts so advanced, together with interest thereon at the Default Rate from and after the date of advancement, shall be secured by this Mortgage and have the same priority of collection as the principal indebtedness secured hereby. In connection with Mortgagee's right to have a receiver take possession of the Premises upon default by Mortgagor, as provided in this Mortgage, Mortgagor acknowledges that it has been advised that there is a significant body of case law which purportedly provides that in the absence of a showing of waste of a character sufficient to endanger the value of the Premises, or other special factors, a mortgagor is entitled to remain in possession of mortgaged premises, and to enjoy the rents, issues and profits therefrom, during the pendency of foreclosure proceedings and until the expiration of the redemption period, even if the mortgage documents expressly provide to the contrary. Mortgagor further acknowledges that it has been advised that Mortgagee recognizes the value of the security covered hereby is inextricably intertwined with the effectiveness of the management, maintenance and general operation of the Premises, and that Mortgagee would not make the loan secured hereby unless it could be assured that it would have the right to take possession of the Premises in order to manage or to control management thereof, and to enjoy the rents, issues and profits therefrom, immediately upon default by Mortgagor hereunder, notwithstanding that foreclosure proceedings may not have been instituted, or are pending, or the redemption period may not have expired. ACCORDINGLY, MORTGAGOR HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES ALL RIGHT TO

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POSSESSION OF THE PREMISES FROM AND AFTER THE DATE OF DEFAULT HEREUNDER, UPON DEMAND FOR POSSESSION BY MORTGAGEE, AND MORTGAGOR AGREES NOT TO ASSERT ANY OBJECTION OR DEFENSE TO MORTGAGEE'S REQUEST OR PETITION TO A COURT FOR POSSESSION OF APPOINTMENT OF A RECEIVER AS PROVIDED ABOVE. The rights hereby conferred upon Mortgagee have been agreed upon prior to any default by Mortgagor hereunder and the exercise by Mortgagee of any such rights shall not be deemed to put Mortgagee in the status of a "mortgagee in possession". Mortgagor acknowledges that this provision is material to this transaction and that Mortgagee would not make the loan secured hereby but for this paragraph.

15. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Indebtedness or no change in the terms of the payment thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the original liability of Mortgagor herein, either in whole or in part. No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. The failure of Mortgagee to exercise the option for acceleration of maturity and/or foreclosure (including sale under power of sale hereunder) following any default as aforesaid or to exercise any other option granted to Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force with respect to any unremedied or uncured default. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect the grace period, if any. Mortgagee may pursue its rights without first exhausting its rights hereunder and all rights, powers and remedies conferred upon Mortgagee herein are in addition to each and every right which Mortgagee may have hereunder at law or equity and may be enforced concurrently therewith.

16. If any action or proceeding be commenced, to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage or the Indebtedness, or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Premises, or otherwise to perfect the security hereunder, or in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the

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Financing Agreement, the Notes, the Indebtedness, any of the Collateral Documents, this Mortgage, or the interest created herein, or the Premises, including, but not limited to, bankruptcy, probate and administration proceedings, foreclosure of this Mortgage or any condemnation action involving the Premises, all sums paid by Mortgagee for the expense of any litigation to prosecute and defend the rights and liens created hereby shall be paid by Mortgagor together with interest thereon from the date of payment at the Default Rate. Any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part hereof and its priority.

17. This Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest securing the Indebtedness in and to the Collateral. Without derogating any of the provisions of this Mortgage, Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with, the Real Property. The proceeds of the Collateral are intended to be secured hereby; provided, however, that such intent shall never constitute an expressed or implied consent on the part of Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness;

(c) agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Collateral or any of Mortgagor's right, title or interest therein without first securing Mortgagee's written consent except as otherwise specifically permitted in the Financing Agreement. Mortgagee may, at its sole option, require Mortgagor to apply the proceeds from the disposition of the Collateral in reduction of the Indebtedness secured hereby except as otherwise specifically permitted in the Financing Agreement.

(d) agrees that if any of Mortgagor's rights in the Collateral is voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of

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Mortgagee, such transfer shall constitute a default by Mortgagee under the terms of this Mortgage;

(e) agrees that upon or after the occurrence of any event of default hereunder which is not remedied within the applicable grace periods contained herein, Mortgagee may, with or without notice to Mortgagor, exercise its rights to declare the Indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law and more particularly the Uniform Commercial Code, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any premises on which any or all of the Collateral is situated, without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate the Collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems necessary, appropriate or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses, including reasonable attorneys' fees and legal expenses, to the extent permitted by law, thereby incurred by Mortgagee and toward payment of the Indebtedness and all other indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect.

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage and in the same manner as the nonjudicial foreclosure sale provided under the terms and conditions of this Mortgage;

(g) authorizes Mortgagee to file, in the jurisdiction where this Mortgage will be given effect, financing statements covering the Collateral and at the request of Mortgagee, Mortgagor shall join Mortgagee in executing one or more of such financing statements pursuant to the Uniform Commercial Code in a form satisfactory to Mortgagee and Mortgagor shall pay the cost of filing the same in all public offices at any time and from time to time wherever Mortgagee deems

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filing or recording of any financing statements or of this instrument to be desirable or necessary; and

(h) acknowledges that Mortgagor, as of the date hereof, has joined Mortgagee in the execution of two Uniform Commercial Code financing statements, one to be filed with the Secretary of State of Illinois and the other to be filed with the Recorder of Cook County, Illinois.

18. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

19. If more than one property, lot, parcel, estate or interest is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots, parcels, estates or interests and not upon the others, or upon all of the same, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

20. In case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorney's fees of Mortgagee in such proceedings, for stenographer's fees and for all moneys expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder, and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of such rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all costs and expenses of such suit or suits, including, but not limiting, the costs of advertising, sale and conveyance, including attorneys' solicitors' and stenographers' fees, if permitted by law, outlays for documentary evidence and the cost of such abstract, examination of title and title report; (b) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with

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interest at the Default Rate; (c) all the accrued interest remaining unpaid on the Indebtedness; and (d) the Indebtedness.

21. Mortgagee, in making any payment herein and hereby authorized in the place and stead of Mortgagor (a) relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public authority without inquiry into the validity thereof; or (b) relating to any adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the validity of same; or (c) otherwise relating to any purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its good faith judgment and discretion, such payment shall seem necessary or desirable to protect the full security intended to be created by this instrument. In connection with any such payment, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by Mortgagor upon demand and shall be secured hereby.

22. Should the proceeds of the Loans made by Mortgagee to Mortgagor (pursuant to and as defined in the Financing Agreement), the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

23. Mortgagor agrees, without affecting the liability of any person for payment of the Indebtedness or affecting the lien of this Mortgage upon the Premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), that Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release as to itself and this Mortgage any part of the security described herein or any person liable for any indebtedness secured hereby, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Indebtedness remaining unpaid hereunder upon any part of the security not expressly released and may agree with any party obligated on the Indebtedness or having any interest in the security

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described herein to extend the time for payment of any part or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in such security which interest is subject to such lien. In the event Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness secured hereby, (b) grants an extension of time for any payments of the debt secured hereby, (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Notes, Financing Agreement or in any of the Collateral Documents, no such act or omission shall release Mortgagor, subsequent purchasers of the Premises or any part thereof, or makers or sureties of this Mortgage or of the Notes, the Financing Agreement or any of the Collateral Documents, under any covenant of this Mortgage or of the Notes, the Financing Agreement or any of the Collateral Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

24. At the option of Mortgagee, this Mortgage shall become subject and subordinate in whole or in part (but not in respect to the priority of entitlement to insurance proceeds or any award in condemnation) to any or all leases and/or subleases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the appropriate recorder's office, a unilateral declaration to that effect.

25. To the extent permitted by law with respect to the debt secured hereby or any renewals or extensions thereof, Mortgagor waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and also moratoriums under or by virtue of the constitution and laws of the State of Michigan or any other state or of the United States, now existing or hereafter enacted.

26. All the covenants hereof shall run with the land. Nothing herein contained nor any transaction related hereto shall be construed or shall so operate, either presently or prospectively, to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate.

27. Mortgagor shall execute, acknowledge and deliver any and all such further acts, conveyances, documents, mortgages and assurances as Mortgagee may reasonably

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require for accomplishing the purpose hereof forthwith upon the request of Mortgagee, whether in writing or otherwise. Mortgagor, within ten (10) days upon request by mail, shall furnish a written statement duly acknowledged of the amount due upon this Mortgage and the Indebtedness (both unpaid principal and accrued interest) and whether any offset or defenses exist against the Indebtedness, and any other information which might reasonably be requested in connection with the sale of the loan by Mortgagee to any third party, or an audit of Mortgagee, and which may be relied on for such purposes.

28. Wherever notices may appropriately be given under this Mortgage, such notices shall be in writing and shall always be treated as having adequately been given if:

(a) When intended for Mortgagor, five (5) days after dispatch by Registered or Certified Mail return receipt requested, addressed to the mailing address, as set out herein or to such other address or to such other person, as Mortgagor may from time to time, designate in writing; or

(b) When intended for Mortgagee, five (5) days after dispatch by Registered or Certified Mail return receipt requested, addressed to the mailing address of Mortgagee as set out herein or to such other address or to such other person as Mortgagee may from time to time designate in writing.

29. This Mortgage made in the State of Ohio, but shall be construed according to the laws of the State of Illinois, and shall be binding upon Mortgagor, its successors and assigns, any subsequent owners of the Premises, and shall inure to the benefit of Mortgagee, its successors and assigns. If any provision(s) hereof are in conflict with any statute or rule of law of the State of Illinois or are otherwise unenforceable for any reason whatsoever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage.

30. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. All of the covenants and agreements of "Mortgagor" herein contained are joint and several. All of the covenants and agreements herein contained shall bind the parties hereto and the benefits and advantages thereof shall also inure to their respective heirs, executors, administrators, successors and permitted assigns.

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31. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("default"): (a) Mortgagor fails to pay the Indebtedness when due or when declared due; (b) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity or before any administrative tribunal, which have or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage, (c) a default shall occur under any other document, agreement or instrument between Mortgagor and Mortgagee with respect to the Indebtedness, or a default or a breach of any covenant or agreement shall occur under or with respect to the Financing Agreement or any of the Collateral Documents and such default shall not have been cured within the period, if any, for curing such defaults, (d) the Premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days; (e) any representation contained herein, in the Financing Agreement, or in any of the Collateral Documents made by Mortgagor or any other person or entity to Mortgagee in connection with the Indebtedness shall be false or misleading in any material respect; or (f) Mortgagor or any guarantor of any part of the Indebtedness, or any other obligation of Mortgagor shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent, or Mortgagor or any such guarantor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or protection for creditors, or the seeking, or the consenting by Mortgagor to or acquiescing in the appointment of any trustee, receiver, agent, sequestrator, custodian, assignee, conservator or liquidator of Mortgagor or any such guarantor, as the case may be, or of all or any substantial part of the Premises or any or all of the rents, issues or profits thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due, or the entry by a court of competent jurisdiction of any order, judgment or decree, which is not dismissed within twenty (20) days thereafter, approving a petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future Federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or protection for creditors, or the appointment, which appointment is not dismissed within twenty (20) days thereafter, of any trustee, receiver, agent, sequestrator, custodian, assignee, conservator or

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liquidator of Mortgagor or any such guarantor, as the case may be, or of all or any substantial part of the Premises or of any or all of the rents, issues and profits thereof without the consent or acquiescence of Mortgagee.

32. Upon any default by Mortgagor in the payment of the Indebtedness of any installment thereof or of interest thereon which has become due, or in the performance or observation of any other term, covenant or condition in this Mortgage by Mortgagor, then, in any of such events, at the option of Mortgagee, the whole Indebtedness shall become immediately due and payable, anything hereinbefore or in the Notes or Financing Agreement contained to the contrary notwithstanding and thereupon or at any time during the existence of such default, Mortgagee may proceed to foreclose (including sale under power of sale hereunder) this Mortgage or otherwise pursue any other right or remedy herein or by law prohibited.

33. Mortgagor hereby waives, while a default shall exist and be continuing, all right to the possession, income, and rents, and Mortgagee is hereby expressly authorized and empowered, while a default shall exist and be continuing: (i) to enter into and upon and take possession of, and operate all facilities on, the Premises or any part thereof, personally, or by its agent or attorneys, and exclude Mortgagor therefrom; (ii) to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) to conduct, either personally or by its agents, the business of the Premises, including, without limitation, the manufacturing, processing or assembly of goods; (iv) to exercise all rights of Mortgagor with respect to the Collateral; (v) to complete all construction in progress on the Premises at the expense of Mortgagor; and (vi) to apply all income of the Premises less the necessary or appropriate expenses of collection thereof, either for the operation, care and preservation of the Premises, or, at the election of Mortgagee in its sole discretion, to be applied to the Indebtedness. Mortgagee is also hereby granted full and complete authority, while a default shall exist and be continuing: (i) to employ watchmen to protect the Premises; (ii) to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises; (iii) to make all necessary or proper repairs, renewals, replacements, alternations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (iv) to insure and reinsure the Premises for all risks incidental to Mortgagee's possession, operation and management thereof; (v) to make and enter into any contracts and obligations wherever necessary in its own name; and (vi) to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of

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Mortgagor. All such expenditures by Mortgagee shall be part of the Indebtedness hereunder.

34. IT IS SPECIFICALLY AGREED that time is of the essence with respect to this Mortgage and that the waiver of the rights or options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any right or option granted to Mortgagee herein, or in the Indebtedness secured hereby, is not required to be given.

NOW THEREFORE, the condition of this Mortgage is: That if Mortgagor shall punctually pay the Indebtedness and all other obligations hereby secured when due and owing and perform the covenants and agreements of Mortgagor arising from the Indebtedness and if Mortgagor shall punctually perform all of Mortgagor's covenants and agreements herein contained, then this Mortgage shall be void and shall be released by Mortgagee, at the cost and expense of Mortgagor; otherwise the same shall remain in full force and virtue in law. In case of failure of Mortgagee to so release this Mortgage, all claims for statutory penalties and damages are hereby waived, except to the extent such failure continues beyond a reasonable time after Mortgagor has properly requested such release and has furnished to Mortgagee all documents and instruments required to be executed by Mortgagee by applicable law to make such release.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed and delivered this 3rd day of March, 1986.

The Mortgagor hereby declares and acknowledges that the Mortgagor has received, without charge, a true copy of this Mortgage.

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Signed and acknowledged  
in the presence of:

Marilyn J. Roach  
MARILYN J. ROACH

SAMUEL G. KEYWELL COMPANY

By: Joel D. Tauber

Typed Name: Joel D. Tauber  
Its: Chairman of the Board

Cheryl A. Woodbury  
CHERYL A. WOODBURY

Attest: J. Mark Lozier

Typed Name: J. Mark Lozier  
Its: Assistant Secretary

"Mortgagor"

[Corporate Seal]

8258/12933-561

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## EXHIBIT 1 TO OPEN-END MORTGAGE AND SECURITY AGREEMENT

### LEGAL DESCRIPTION

#### PARCEL 1:

A TRACT OF LAND IN THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, A DISTANCE OF 191.55 FEET EAST OF THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4; THENCE EAST ALONG AFORESAID NORTH LINE, A DISTANCE OF 101.55 FEET; THENCE SOUTH ON A STRAIGHT LINE FORMING AN ANGLE OF 65 DEGREES 40 MINUTES FROM WEST TO SOUTH WITH SAID NORTH LINE, A DISTANCE OF 95.61 FEET; THENCE

SOUTHWESTERLY ON A CURVED LINE, TANGENT TO LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE NORTH WEST, WITH A RADIUS OF 352.83 FEET A DISTANCE OF 82.91 FEET (ARC); THENCE SOUTHERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 13.02 FEET; THENCE SOUTHERLY ON A CURVED LINE, TANGENT TO LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE WEST, WITH A RADIUS OF 415.07 FEET, A DISTANCE OF 90.79 FEET (ARC); THENCE SOUTHERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 84.83 FEET; THENCE SOUTHERLY ON A CURVED LINE, TANGENT TO LAST DESCRIBED STRAIGHT LINE CONVEXED TO THE EAST, WITH A RADIUS OF 5,872.92 FEET, A DISTANCE OF 239.17 FEET (ARC); THENCE NORTH 8 DEGREES 57 MINUTES 59 SECONDS WEST, A DISTANCE OF 239.58 FEET TO A POINT ON THE RADIAL LINE OF LAST DESCRIBED CURVED LINE, WHICH IS 20 FEET WEST OF ITS NORTHERN POINT OF TANGENCY; THENCE NORTH 5 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 353.94 FEET TO THE POINT OF BEGINNING

#### PARCEL 2:

A TRACT OF LAND, LYING IN THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, ALSO IN THE EAST 1/2 OF FRACTIONAL SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, AND THE NORTH 1/2 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 346.13 FEET EAST OF THE WEST LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE AS MEASURED ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 27 THENCE SOUTHEASTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 64 DEGREES 20 MINUTES 35 SECONDS, FROM EAST TO SOUTH WITH SAID NORTH LINE, A DISTANCE OF 148.87 FEET TO THE SAID POINT OF BEGINNING:

RUNNING THENCE SOUTHERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 20 DEGREES 57 MINUTES 25 SECONDS FROM SOUTH EAST TO SOUTH WITH SAID STRAIGHT LINE, EXTENDED SOUTHEASTERLY, A DISTANCE OF 75.35 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,806.25 FEET, A DISTANCE OF 301.06 FEET, ARC; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 232.80

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FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,746.53 FEET, A DISTANCE OF 26.68 FEET, ARC, TO ITS INTERSECTION WITH THE INDIAN BOUNDARY LINE, WHICH IS THE LINE BETWEEN SAID SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE, AND SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVED LINE, IN SAID SECTION 22, A DISTANCE OF 249.16 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 136.48 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,047.41 FEET, A DISTANCE OF 62.16 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 58.47 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,390.23 FEET, A DISTANCE OF 147.61 FEET, ARC; THENCE SOUTHEASTERLY ON A CURVED LINE, WITH A COMMON TANGENT WITH LAST DESCRIBED CURVED LINE, CONVEXED TO THE WEST, WITH A RADIUS OF 1,821.75 FEET, A DISTANCE OF 217.69 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 57.57 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 0 DEGREES 52 MINUTES 26 SECONDS TO THE EAST WITH EXTENSION OF LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 108.74 FEET TO THE SOUTH LINE OF AFORESAID SECTION 22 OR THE NORTH LINE OF AFORESAID SECTION 27, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING SOUTHEASTERLY IN SAID SECTION 27, ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 74.63 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,379.55 FEET, A DISTANCE OF 208.77 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 65.97 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,019.90 FEET, A DISTANCE OF 213.80 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 51.36 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE NORTH EAST, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,759.70 FEET, A DISTANCE OF 85.53 FEET, ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 123.23 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 16 DEGREES 18 MINUTES 39 SECONDS FROM NORTH WEST TO NORTH WITH LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 674.07 FEET TO THE NORTH LINE OF SAID SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE OR THE SOUTH LINE OF SAID FRACTIONAL SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING NORTHWESTERLY ALONG SAID STRAIGHT LINE, INTO SAID SECTION 22, A DISTANCE OF 253.68 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE SOUTH WEST, WITH A RADIUS OF 1,514.25 FEET, A DISTANCE OF 496.24 FEET, ARC; THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 236.18 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE WEST, WITH A RADIUS OF 1,929.69 FEET, A DISTANCE OF 94.91 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 12.32 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE EAST, WITH A RADIUS OF

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1,009.62 FEET, TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 61.24 FEET, ARC; THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 18.96 FEET TO THE INDIAN BOUNDARY LINE, BEING THE NORTHWESTERLY LINE OF SAID FRACTIONAL SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE, OR THE SOUTHEASTERLY LINE OF SAID FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING NORTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 568.74 FEET TO THE POINT OF BEGINNING

## PARCEL 3:

A TRACT OF LAND, LYING IN THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, ALSO IN THE EAST 1/2 OF FRACTIONAL SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE AND IN THE NORTH 2/2 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SAID NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, A DISTANCE OF 346.19 FEET EAST OF THE WEST LINE OF THE SAID NORTH EAST FRACTIONAL 1/4; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 64 DEGREES 20 MINUTE, AND 35 SECONDS FROM EAST TO SOUTH WITH SAID NORTH LINE, A DISTANCE OF 148.87 FEET; THENCE SOUTHERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 20 DEGREES 57 MINUTES AND 25 SECONDS FROM SOUTH EAST TO SOUTH WITH THE SAID STRAIGHT LINE, EXTENDED TO THE SOUTH EAST, A DISTANCE OF 75.35 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,806.25 FEET, A DISTANCE OF 301.06 FEET ARC; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 232.80 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,746.53 FEET, A DISTANCE OF 24.68 FEET ARC TO ITS INTERSECTION WITH THE INDIAN BOUNDARY LINE, WHICH IS THE LINE BETWEEN SAID SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE AND SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVED LINE, IN SAID SECTION 22, A DISTANCE OF 249.16 FEET ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 136.48 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,047.41 FEET, A DISTANCE OF 62.16 FEET ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 58.67 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,990.23 FEET, A DISTANCE OF 147.61 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, WITH A COMMON TANGENT WITH LAST DESCRIBED CURVED LINE, WITH A RADIUS OF 1,821.75 FEET, A DISTANCE OF 217.69 FEET ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 57.57 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT



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LINE FORMING AN ANGLE OF 0 DEGREES 32 MINUTES 26 SECONDS, TO THE EAST WITH EXTENSIONS OF LAST DESCRIBED STRAIGHT LINE A DISTANCE OF 108.74 FEET TO THE SOUTH LINE OF AFORESAID SECTION 22 OR THE NORTH LINE OF AFORESAID SECTION 27, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING SOUTHEASTERLY IN SAID SECTION 27 ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 74.63 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,379.55 FEET, A DISTANCE OF 208.77 FEET ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 65.97 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,019.90 FEET, A DISTANCE OF 213.80 FEET ARC; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 51.36 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEXED TO THE NORTH EAST, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 1,759.70 FEET, A DISTANCE OF 85.53 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 123.23 FEET TO A POINT ON A LINE DRAWN 20 FEET AT RIGHT ANGLES TO THE SOUTH WEST OF THE CENTER LINE OF A SWITCH TRACK; THENCE SOUTHWESTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 96 DEGREES, 56 MINUTES AND 27 SECONDS FROM NORTH WEST TO WEST TO SOUTH WITH LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 207.71 FEET TO A POINT ON A STRAIGHT LINE, WHICH IS 100 FEET SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF A SWITCH TRACK; THENCE NORTH 68 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 679.27 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 30 FEET AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF THE PROPERTY OF THE METROPOLITAN SANITARY DISTRICT OF CHICAGO; THENCE NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 484.57 FEET; THENCE NORTHWESTERLY ON A CURVED LINE, CONVEXED TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE WITH A RADIUS OF 806.89 FEET, A DISTANCE OF 212.56 FEET ARC TO THE LINE BETWEEN SAID SECTIONS 27 AND 22, SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED LINE, A DISTANCE OF 244.89 FEET ARC; THENCE NORTH 25 DEGREES 57 MINUTES 44 SECONDS WEST, A DISTANCE OF 234.75 FEET; THENCE NORTHERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE WITH A RADIUS OF 493.56 FEET, A DISTANCE OF 111.24 FEET ARC TO THE INDIAN BOUNDARY LINE OR THE LINE BETWEEN THE NORTHWESTERLY LINE OF SAID SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE AND THE SOUTHEASTERLY LINE OF SAID SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING ALONG SAID CURVED LINE, A DISTANCE OF 86.46 FEET ARC; THENCE NORTH 3 DEGREES 00 MINUTES 44 SECONDS WEST, A DISTANCE OF 426.79 FEET; THENCE NORTHERLY ON A CURVED LINE, CONVEXED TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 3,872.92 FEET, A DISTANCE OF 239.71 FEET ARC; THENCE NORTHERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 84.83 FEET; THENCE NORTHERLY ON A CURVED LINE, CONVEXED TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 415.07 FEET, A DISTANCE OF 90.79 FEET ARC; THENCE NORTHERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 19.02 FEET; THENCE NORTHEASTERLY ON A CURVED LINE, CONVEXED TO THE

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WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 352.83 FEET, A DISTANCE OF 82.31 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF THE AFORESAID NORTH EAST 1/4 OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 133.03 FEET TO THE POINT OF BEGINNING

## PARCEL 4:

AN IRREGULARLY SHAPED PARCEL LYING NORTH OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO PROPERTY AND EASTERLY OF CHICAGO AND WESTERN INDIANA RAILROAD PROPERTY AND WESTERLY OF THE STAINLESS PROCESSING COMPANY PROPERTY LYING IN THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE, ALSO LYING IN FRACTIONAL NORTH WEST 1/4 OF SECTION 22 SOUTH OF INDIAN BOUNDARY LINE, AND ALSO LYING IN THE NORTH 1/2 OF FRACTIONAL SECTION 27 SOUTH OF INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS AND BEGINNING AT A POINT IN THE NORTH LINE OF FRACTIONAL SECTION 21 NORTH OF INDIAN BOUNDARY LINE THAT IS 4.78 FEET EAST OF THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE, WHICH POINT OF BEGINNING IS IN THE EAST LINE OF THE CURVED RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD; THENCE NORTH 86 DEGREES 13 MINUTES 12 SECONDS EAST ON SAID NORTH LINE FOR A DISTANCE OF 126.77 FEET TO THE WEST LINE OF STAINLESS PROCESSING COMPANY PROPERTY; THENCE SOUTH 3 DEGREES 20 MINUTES 48 SECONDS EAST ON WEST LINE FOR A DISTANCE OF 353.94 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 239.58 FEET; THENCE SOUTH 9 DEGREES 00 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 426.79 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE OF 493.56 FOOT RADIUS CONVEXED TO THE SOUTH WEST FOR AN ARC DISTANCE OF 197.70 FEET; THENCE SOUTH 23 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 234.75 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE OF 806.89 FOOT RADIUS, CONVEXED TO THE SOUTH WEST FOR AN ARC DISTANCE OF 457.45 FEET; THENCE SOUTH 58 DEGREES 26 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 426.57 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 679.27 FEET TO THE SOUTH WEST CORNER OF THE STAINLESS PROCESSING COMPANY PROPERTY BEING ALSO A POINT ON A STRAIGHT LINE 100 FEET SOUTHWESTERLY, AT RIGHT ANGLES, TO THE CENTER LINE OF A SWITCH TRACK; THENCE SOUTH 21 DEGREES 50 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 146.72 FEET TO THE NORTH EAST LINE OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO PROPERTY; THENCE NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST ALONG SAID NORTH EAST LINE FOR A DISTANCE OF 1,475.81 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 30 FEET; THENCE SOUTH 2 DEGREES 52 MINUTES 11 SECONDS EAST ON A LINE PARALLEL TO AND 150 FEET EAST OF THE EAST LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD EAST RIGHT OF WAY LINE IN SAID NORTH 1/2 OF FRACTIONAL SECTION 27 FOR A DISTANCE OF 580.50 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 150 FEET TO THE EAST LINE OF SAID CHICAGO AND WESTERN INDIANA RAILROAD; THENCE NORTH 02 DEGREES 52 MINUTES 11 SECONDS WEST ON SAID EAST LINE FOR A DISTANCE OF 580.50 FEET TO THE SOUTH LINE OF SAID

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SECTION 22; THENCE SOUTH 89 DEGREES 14 MINUTES 13 SECONDS WEST ON SAID SOUTH LINE FOR A DISTANCE OF 22.45 FEET TO THE EAST LINE OF SAID CHICAGO AND WESTERN INDIANA RAILROAD IN SAID SECTION 22; THENCE NORTH 3 DEGREES 18 MINUTES 40 SECONDS WEST ON SAID EAST RIGHT OF WAY LINE IN SECTION 22 AND SECTION 27 FOR A DISTANCE OF 1,002.97 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE OF 1,654.84 FOOT RADIUS, CONVEXED TO THE NORTH EAST FOR AN ARC DISTANCE OF 306.11 FEET; THENCE CONTINUING NORTHWESTERLY ON A CURVE OF 2,236.87 FOOT RADIUS, CONVEXED TO THE NORTH EAST FOR AN ARC DISTANCE OF 327.15 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

AN IRREGULARLY SHAPED PARCEL LYING IN THE NORTH EAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE, ALSO LYING IN THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE, AND ALSO LYING IN THE NORTH HALF OF FRACTIONAL SECTION 27, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEGINNING AT A POINT IN THE NORTH LINE OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE THAT IS 4.78 FEET EAST OF THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE; THENCE SOUTHERLY ON A CURVE OF 2236.87 FOOT RADIUS, CONVEXED TO THE NORTH EAST FOR AN ARC DISTANCE OF 327.15 FEET; THENCE SOUTHEASTERLY ON A CURVE OF 1654.84 FOOT RADIUS, CONVEXED TO THE NORTH EAST FOR AN ARC DISTANCE OF 306.11 FEET; THENCE SOUTH 3 DEGREES, 18 MINUTES, 40 SECONDS EAST, A DISTANCE OF 333.74 FEET TO POINT OF BEGINNING; THENCE CONTINUING SOUTH ON LAST DESCRIBED LINE 469.23 FEET TO THE SOUTH LINE OF SAID SECTION 22; THENCE NORTH 89 DEGREES, 14 MINUTES, 13 SECONDS EAST ON SAID SOUTH LINE FOR A DISTANCE OF 22.45 FEET TO THE EAST LINE OF CHICAGO AND WESTERN INDIANA RAILROAD; THENCE SOUTH 2 DEGREES, 52 MINUTES, 11 SECONDS EAST, A DISTANCE OF 580.5 FEET; THENCE NORTH 89 DEGREES, 14 MINUTES, 13 SECONDS EAST FOR A DISTANCE OF 150 FEET; THENCE NORTH 2 DEGREES, 52 MINUTES, 11 SECONDS WEST, FOR A DISTANCE OF 580.5 FEET TO THE SOUTH LINE OF SAID SECTION 22; THENCE NORTH 89 DEGREES, 14 MINUTES, 13 SECONDS EAST ALONG SOUTH LINE OF SECTION 22, A DISTANCE OF 50 FEET MORE OR LESS; THENCE NORTH 29.89 FEET; THENCE NORTHWESTERLY WHICH DEFLECTS TO THE WEST AT AN ANGLE OF 23 DEGREES, 18 MINUTES, 40 SECONDS A DISTANCE OF 527 FEET TO ITS INTERSECTION WITH THE INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY ALONG SAID INDIAN BOUNDARY LINE, A DISTANCE OF 50 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### PARCEL 5:

AN IRREGULARLY SHAPED PARCEL IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE IN THE CITY OF CHICAGO, HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, AND BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTH EAST 1/4 AT THE INTERSECTION OF THE EAST CURVED RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY, WHICH POINT OF INTERSECTION IS 4.78 FEET EAST OF THE

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SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL SECTION 22 NORTH OF INDIAN BOUNDARY LINE; THENCE NORTHWESTERLY ON SAID CURVED RIGHT OF WAY LINE WHICH IS A CURVED LINE OF RADIUS 2,236.87 FEET, CONVEXED TO THE NORTH EAST WHOSE CHORD HAS A BEARING OF NORTH 22 DEGREES, 28 MINUTES, 57 SECONDS WEST AND A CHORD LENGTH OF 15.08 FEET FOR AN ARC DISTANCE OF 15.08 FEET; THENCE NORTH 9 DEGREES, 58 MINUTES, 48 SECONDS WEST ON THE WEST LINE OF SAID SOUTH EAST FRACTIONAL 1/4 FOR A DISTANCE OF 479.93 FEET TO THE EAST LINE OF THE 200 FOOT WID. ILLINOIS CENTRAL GULF RAILROAD RIGHT OF WAY; THENCE NORTH 8 DEGREES, 36 MINUTES, 07 SECONDS EAST ON SAID EAST 200 FOOT RIGHT OF WAY LINE, FOR A DISTANCE OF 987.93 FEET; THENCE SOUTH 1 DEGREE, 30 MINUTES, 18 SECONDS EAST FOR A DISTANCE OF 384.95 FEET; THENCE SOUTH 4 DEGREES, 09 MINUTES, 18 SECONDS EAST FOR A DISTANCE OF 400 FEET; THENCE SOUTH 9 DEGREES, 18 MINUTES, 18 SECONDS EAST FOR A DISTANCE OF 120 FEET; THENCE SOUTH 14 DEGREES, 16 MINUTES, 18 SECONDS EAST, FOR A DISTANCE OF 124 FEET; THENCE SOUTH 16 DEGREES 07 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 108 FEET; THENCE SOUTH 21 DEGREES, 16 MINUTES, 18 SECONDS EAST FOR A DISTANCE OF 343.55 FEET TO THE SOUTH LINE OF SAID FRACTIONAL SECTION 22 NORTH OF INDIAN BOUNDARY LINE; THENCE SOUTH 86 DEGREES, 13 MINUTES, 12 SECONDS WEST ON SAID SOUTH LINE, FOR A DISTANCE OF 359.61 FEET TO THE POINT OF BEGINNING

#### PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 5 AS CREATED BY DEED TO STAINLESS PROCESSING COMPANY, INC. RECORDED MAY 17, 1978 AS DOCUMENT 24450093 FOR PASSAGEWAY OVER A 25 FOOT ROADWAY IN FRACTIONAL SECTIONS 22 AND 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF E. KENSINGTON AVENUE, SAID POINT BEING THE MID-POINT BETWEEN THE RIGHT OF WAYS OF THE ILLINOIS CENTRAL RAILROAD AND THE CHICAGO, SOUTH SHORE AND SOUTH BEND ELECTRIC RAILROAD (KENSINGTON AND EASTERN RAILROAD), BEING 9.27 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF AN 18 FOOT ROADWAY, WHICH FORMS AN ANGLE OF 84 DEGREES 57 MINUTES 25 SECONDS, FROM WEST TO SOUTH WITH THE SAID SOUTH LINE OF E. KENSINGTON AVENUE, 39.99 FEET; THENCE SOUTHERLY ON THE CENTER LINE OF A 25 FOOT ROADWAY, SAID LINE FORMING AN ANGLE OF 5 DEGREES 27 MINUTES 32 SECONDS FROM SOUTH TO EAST WITH THE EXTENSION OF LAST COURSE, ALSO BEING 12.50 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID CHICAGO, SOUTH SHORE AND SOUTH BEND ELECTRIC RAILROAD, 175.20 FEET TO A BEND IN SAID LINE; THENCE CONTINUING ALONG SAID CENTER LINE, ON A LINE PARALLEL WITH AND 12.50 FEET WESTERLY OF SAID WESTERLY LINE, WHICH DEFLECTS TO THE EAST AT ANGLE OF 7 DEGREES 23 MINUTES 14 SECONDS, WITH THE EXTENSION OF LAST COURSE, 122.29 FEET; THENCE SOUTHWESTERLY ON SAID CENTER LINE, FORMING AN ANGLE OF 58 DEGREES 14 MINUTES 41 SECONDS FROM SOUTH TO SOUTH WEST WITH LAST COURSE, EXTENDED, 110.56 FEET, TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 12.50 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD;

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THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, BEING SAID CENTER LINE, 357.82 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH DEFLECTS TO THE EAST AT AN ANGLE OF 8 DEGREES 26 MINUTES 45 SECONDS, WITH THE EXTENSION OF LAST COURSE 265.89 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH DEFLECTS TO THE WEST AT AN ANGLE OF 4 DEGREES 32 MINUTES WITH THE EXTENSION OF LAST COURSE, 440.25 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH DEFLECTS TO THE EAST AT AN ANGLE OF 6 DEGREES 28 MINUTES WITH THE EXTENSION OF LAST COURSE, 629.20 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, OR THE NORTH LINE OF FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE, INTO SAID FRACTIONAL SECTION 27, WHICH FORMS AN ANGLE OF 88 DEGREES 28 MINUTES 30 SECONDS FROM EAST TO SOUTH WITH SAID NORTH LINE OF FRACTIONAL SECTION 27, A DISTANCE OF 1,117.28 FEET TO ITS INTERSECTION WITH THE INDIAN BOUNDARY LINE, BEING THE LINE BETWEEN SAID SECTIONS; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, THROUGH SAID FRACTIONAL SECTION 22, SOUTH OF THE INDIAN BOUNDARY LINE, FORMING A DEFLECTION ANGLE TO THE EAST OF 20 DEGREES 07 MINUTES 12 SECONDS, WITH THE EXTENSION OF LAST COURSE, 527 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH DEFLECTS TO THE WEST AT AN ANGLE OF 23 DEGREES 18 MINUTES 45 SECONDS WITH THE EXTENSION OF LAST COURSE, 29.89 FEET TO THE SOUTH LINE OF SAID FRACTIONAL SECTION 22 OR THE NORTH LINE OF FRACTIONAL SECTION 27 SOUTH OF THE INDIAN BOUNDARY LINE; THENCE CONTINUING ALONG SAID CENTER LINE, INTO SAID FRACTIONAL SECTION 27, A DISTANCE OF 9 FEET, TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 12.50 FEET NORTHERLY OF THE NORTHERLY PROPERTY LINE OF THE METROPOLITAN SANITARY DISTRICT OF CHICAGO BEING SAID CENTER LINE; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 1,973.48 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH FORMS AN ANGLE OF 10 DEGREES 46 MINUTES TO THE SOUTH WITH THE EXTENSION OF LAST COURSE, 125.62 FEET; THENCE SOUTHERLY ALONG SAID CENTER LINE, WHICH FORMS AN ANGLE OF 11 DEGREES 34 MINUTES TO THE EAST WITH THE EXTENSION OF LAST COURSE 993.61 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF EAST 124TH STREET, EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG AFORESAID ROADWAY CENTER LINE, WHICH IS THE CENTER LINE OF SAID EAST 124TH STREET, EXTENDED WHICH FORMS AN ANGLE OF 113 DEGREES 26 MINUTES 37 SECONDS, FROM NORTH WEST TO NORTH EAST WITH THE LAST COURSE, 134.40 FEET TO THE SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE, BEING 40 FEET IN WIDTH AND LYING ADJACENT TO THE SOUTHWESTERLY LINE OF THE 100 FOOT RIGHT OF WAY OF THE MICHIGAN CENTRAL RAILROAD, SAID POINT OF INTERSECTION, BEING 20 FEET SOUTHEASTERLY OF A LINE DRAWN MIDWAY BETWEEN THE NORTH AND SOUTH LINES OF SAID FRACTIONAL SECTION 27, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE, ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART FALLING IN PARCELS AFORESAID), IN COOK COUNTY, ILLINOIS

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Permanent Tax Number

25-27-200-007      25-27-108-008  
25-22-400-026      25-27-133-001  
25-22-401-033

Common Address:

11900 S. Cottage Grove  
Chicago, Illinois

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EXHIBIT 2

## Permitted Encumbrances

1. Zoning ordinances of the City of Chicago, Illinois.
2. Taxes and assessments not yet due and payable.
3. Rights of the public, the municipality, and the State of Illinois in and to that part of land, if any, taken or used for East 119th Street.
  - (1) Terms, provisions and conditions relating to the easement described as Parcel No. 6 contained in the instrument creating such easement.
  - (2) Rights of the adjoining owner or owners to the concurrent use of the easement.
5. Railroad spur and switch track right of way, if any.
6. Easements, or claims of easements not shown by the public records, belonging to or claimed by public utilities.
7. Any easement, encumbrance, right or benefit that may have been created or recognized in or by that certain deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, debtor, and Douglas Campbell, Trustee of the Property of The Michigan Central Railroad Company, secondary debtor, to Consolidated Rail Corporation designated as Document No. MC-CRC-RP-1 in the certification, as amended of United States Railway Association to the Special Court pursuant to Section 209(d) of the Regional Rail Reorganization Act of 1973, as amended said deed not yet having been recorded.

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