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WILLIAM BETTIGA,
As Mortgagor

AND

VILLAGE OF BEDFORD PARK
As Mortgagee

MORTGAGE AND SECURITY AGREEMENT

Dated as of April 30, 1980

This instrument prepared by: *2 MAIL*

D. Glenn Osthun
Rooks, Pitts and Poust
Xerox Centro, Suite 1500
55 West Monroe Street
Chicago, Illinois 60603

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MORTGAGE AND SECURITY AGREEMENT

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") dated as of April 30, 1986, by and between William Bettiga, 5000 S. Willow Springs Road, LaGrange, Illinois 60525 (the "Mortgagor"), and the VILLAGE OF BEDFORD PARK, Village Hall, 8701 South Archer Avenue, Bedford Park, Illinois 60501 a political subdivision, body politic and municipal corporation duly organized and validly existing under the laws of the State of Illinois (the "Mortgagee");

W I T N E S S E T H:

WHEREAS, the Mortgagee is issuing its Industrial Development Revenue Bond, (Litho-Graphic Metal Corp.) in the principal amount of \$550,000.00 (the "Bond") pursuant to a Bond Resolution duly adopted by the board of trustees of the Issuer on April 28, 1986 (the "Bond Resolution") for the purpose of lending the proceeds thereof to the Mortgagor to finance the costs of acquiring and rehabilitating a building and related improvements and acquiring certain machinery, equipment and related property to be installed therein, all to be used as a manufacturing facility (the "Project"), which Project is to be located in the Village of Bedford Park, Illinois; and

WHEREAS, the Mortgagor will own and use the Project and the Project will constitute an "Industrial project," within the meaning of and in furtherance of the purposes of the Illinois Revised Statutes 1983, Chapter 24 Section 11-74-1 et seq., as supplement and amended; and

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of Five Hundred Fifty Thousand and no/100 Dollars (\$550,000.00) lent to the Mortgagor pursuant to the terms of the Loan Agreement dated as of April 30, 1986, by and between the Mortgagee and the Mortgagor (the "Agreement"), under the terms of which the Mortgagor has issued its Promissory Note (the "Note") to evidence its obligations to repay the loan; and

WHEREAS, the Bond and the obligation to pay interest thereon are special, limited obligations of the Mortgagee payable solely out of the revenues and income derived by the Mortgagee pursuant to the Agreement and the Note (except as otherwise provided in the Bond Resolution) and the Bond and the obligation to pay interest thereon do not constitute and shall not be deemed to constitute an indebtedness or an obligation of the Mortgagee, the State of Illinois or any political subdivision thereof, within the purview of any constitutional limitation or provision; and

WHEREAS, the Mortgagor is desirous that the Mortgagee issue the Bond and apply the proceeds as aforesaid and is willing to enter into this Mortgage to further secure the Note and the Bond and in order to enhance the marketability of the Bond and thereby achieve cost savings

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to the Mortgagor, and as an inducement to the purchase of the Bond by all who shall at any time become owners of the Bond; and

WHEREAS, the Mortgagee intends to assign and pledge all right, title and interest of the Mortgagee herein and hereto, to Pioneer Bank & Trust Company an Illinois banking corporation (the "Bank"), having its principal address at 4000 West North Avenue, Chicago, IL 60639, as purchaser and owner of the Bond, pursuant to the Assignment and Security Agreement dated as of April 30, 1986, from the Mortgagee to the Bank (the "Assignment");

NOW THEREFORE, the Mortgagor, to secure the payment of the principal installments of, premium, if any, and interest on the Note and the Bond and all sums due or which may become due under the Agreement in accordance with the terms and provisions thereof, and the payment of any other sums herein or therein provided for, and the observance and performance of the covenants and agreements contained herein or in the Note or the Bond or in any other instrument or document securing the Note or the Bond or in the Agreement, and the other indebtedness which this Mortgage by its terms secures, and all extensions, renewals and modifications of any of the foregoing, and also in consideration of the sum of Ten Dollars in hand paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage, assign and pledge unto the Mortgagee, and its successors and assigns (including the Bank), and does hereby grant to the Mortgagee, and its successors and assigns (including the Bank), a security interest in, all and singular the properties, rights, interest and privileges described in Granting Clauses I, II, III and IV below, all of same being collectively referred to herein as the "Premises."

GRANTING CLAUSE I

That certain real estate lying in the Village of Bedford Park, Cook County, Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (sometimes hereinafter referred to as the "Real Estate");

GRANTING CLAUSE II

All buildings and other permanently attached improvements of every kind and description now or hereafter erected or placed on the Real Estate 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 Premises, immediately upon the delivery thereof to the Real Estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now owned or hereafter owned by the Mortgagor and permanently attached to the Real Estate and the buildings and permanently attached improvements now or hereafter located thereon, including, but not limited to, all machinery, motors, fittings, radiators, gas, coal, steam, electric, oil and other heating, power and lighting apparatus and fixtures, all ventilating apparatus and systems, all plumbing, inclinatoring, sprinkler equipment and fixtures, all elevators and escalators and all other fixtures and

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appurtenances thereto; and all renewals or replacements of any of the foregoing or articles in substitution therefor; it being mutually agreed, intended and declared that all the aforesaid property owned by the Mortgagor and permanently attached to the Real Estate shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage only to the extent permitted by law;

GRANTING CLAUSE III

All right, title and interest of the Mortgagor now owned or hereafter acquired in and to all and singular the estate, tenements, hereditaments, privileges, easements, franchises and appurtenances belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of the Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases and renewals thereof of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation to collect, receive and receipt for all such rents and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable, provided that the assignments made hereby shall not impair or diminish the obligations of the Mortgagor under the provisions of such leases nor shall such obligations be imposed upon the Mortgagee or the Bank; by acceptance of this Mortgage, the Mortgagee agrees, and will cause the Bank to agree, not as a limitation or condition hereof, but as a personal covenant available only to the Mortgagor, that, until an Event of Default shall occur hereunder giving the Mortgagee or the Bank the right to foreclose this Mortgage, the Mortgagor may collect, receive and enjoy such rents.

GRANTING CLAUSE IV

All equipment (as defined in Article 9 of the Illinois Uniform Commercial Code), machinery, apparatus, equipment fittings and readily removable fixtures financed or in the future financed with the proceeds of the Bond, including without limitation, all equipment described in Exhibit B attached hereto and made a part hereof, whether now owned or hereafter acquired by the Mortgagor, including any substitutions for, additions to, accessions to, alterations to or accretions to the foregoing, and any and all proceeds thereof (sometimes hereinafter collectively referred to as the "Equipment");

And as to the property aforesaid which is not deemed to be real property, including but not limited to the Equipment and fixtures, this Mortgage is also a Security Agreement under the provisions of the Illinois Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by the Mortgagor, as debtor, to the Mortgagee, as secured party, and assigned to the Bank, as assignee of the Mortgagee, further securing the indebtedness hereby

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secured; the addresses of the Mortgagor (debtor), the Mortgagee (secured party) and the Bank (assignee of secured party) appear at the beginning of this Mortgage;

SUBJECT, HOWEVER, as of any particular time, to: (i) any exception to title shown in Exhibit A attached hereto and made a part hereof (including the rights, easements and covenants therein described), (ii) liens for general real estate taxes and special assessments or installments thereof not then delinquent, and (iii) the Agreement, the Assignment and this Mortgage, all of the foregoing sometimes being hereinafter referred to as the "Permitted Encumbrances";

TO HAVE AND TO HOLD the Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, assigned, pledged and in which a security interest is granted, or intended to be granted, to the Mortgagee, and its successors and assigns (including the Bank), forever; provided, however, that this Mortgage is upon the express condition that if the Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Note and in this Mortgage or in any other instrument or document securing the Note or in the Agreement expressed to be kept, performed and observed by the Mortgagor, and the principal installments of premium, if any, and interest on the Bond shall have been paid in full, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by the Mortgagee and the Bank upon the written request and at the expense of the Mortgagor, otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Section 1. Maintenance of Premises. The Mortgagor shall, at his own expense:

- (a) keep the Premises in safe condition;
- (b) keep the Premises in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof;
- (c) not create or permit to be created or remain, and will promptly discharge, all liens, security interests, encumbrances and charges on the Premises or any part thereof, other than Permitted Encumbrances, exhibiting satisfactory discharge of same to the Bank;
- (d) complete within a reasonable time, the acquisition, construction and installation of the Project and complete within a reasonable time any other acquisition, construction, improvement and equipping of the Premises now or at any time in the process of erection on the Premises;
- (e) comply and cause the Premises to be used in compliance with all present and future laws, ordinances, orders, decrees, rules,

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regulations and requirements of every duly constituted governmental entity, authority, commission and court and the officers thereof;

(f) without the prior written consent of the Bank, not make any alterations to the Premises which would materially and adversely affect the Premises or the use, occupancy, value or condition thereof;

(g) promptly notify the Bank of any damage to or destruction of the Premises, any pending or threatened proceedings for the taking (by eminent domain or otherwise) of any part thereof, any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement, or any other event or condition which might adversely impair, affect or reduce the integrity of the Premises or their intended use or value.

Section 2. Taxes. The Mortgagor shall pay when the same shall become due or payable:

(a) all legally assessed taxes and charges on account of the ownership, use, occupancy or operation of the Premises, including but not limited to all sales, use, occupation, real or personal property taxes, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against the Premises or on account of either the use or occupancy by the Mortgagor thereof or the activities conducted thereon or therein; and

(b) all taxes, assessments and impositions, general and special, ordinary and extraordinary, of every name and kind, which shall be lawfully taxed, levied, imposed or assessed upon all or any part of the Premises or the interest of the Mortgagor therein.

If under applicable law any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the Mortgagor may exercise such option.

Nothing contained herein shall be deemed to constitute an admission by the Mortgagor that the Mortgagor is liable for any tax, charge, fee, rate, imposition or assessment.

To prevent default hereunder, the Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, charge or assessment which the Mortgagor may desire to contest.

Section 3. Insurance. Throughout the term of this Mortgage, the Mortgagor shall keep the Premises continuously insured against such risks as are customarily insured against for similar facilities of like size, type and use in the State of Illinois, paying as the same become due all premiums in respect thereto, including but not necessarily limited to:

(a) Insurance to the full insurable value of the Premises, not less than the outstanding indebtedness secured hereby (with deductible provisions not to exceed \$5,000), against loss or damage by fire and lightning, with uniform standard extended coverage endorsement limited

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only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois.

(b) Explosion insurance in steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in subsection (a) above) in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed on the Premises (with deductible provisions not to exceed \$5,000).

(c) Insurance to the extent of \$2,000,000 per occurrence against liability for bodily injury including death resulting therefrom, and to the extent of \$500,000 per occurrence against liability for damage to property of others, including loss of use thereof, occurring on or in any way related to the Premises or any part thereof.

Copies or certificates of the insurance policies required by this Section 3 shall be delivered by the Mortgagor to the Bank, and, in the case of policies expiring throughout the term of this Mortgage, copies or certificates of any new or renewal policies shall be delivered by the Mortgagor to the Bank.

Policies of insurance provided for in this Section 3 shall name the Mortgagor as insured, provided, however, that the Mortgagee and the Bank shall also be named as additional named parties insured pursuant to a standard mortgagee clause, and provided further that while any principal installment of premium, if any, and interest on the Bond remains unpaid all casualty insurance proceeds shall be payable as hereinafter provided.

All insurance required by this Section 3 shall be effected with generally recognized responsible insurance companies of comparable size, quality and integrity with the insurance company or companies delivering an insurance policy or insurance policies on the date of delivery of the Bond, such insurance companies to be selected by the Mortgagor and to be reasonably acceptable to the Mortgagee, and may be by blanket insurance policy or policies. Each such insurance policy shall be reasonably acceptable to the Mortgagee and the Bank. To the extent available, the Mortgagor shall cause appropriate provisions to be inserted in each insurance policy making each policy noncancellable by the insurance carrier, and providing that such policy cannot be modified, without at least fifteen (15) days' prior written notice to the Mortgagor, the Mortgagee and the Bank. No claim shall be made and no suit or action at law or in equity shall be brought by the Mortgagee or the Bank or by anyone claiming by, through or under the Mortgagee or the Bank, against the Mortgagor for any damage to the Premises covered by the insurance provided for by this Section 3, however caused, but nothing in this paragraph shall diminish the obligation of the Mortgagor to repair or rebuild to the extent provided in Section 4 hereof. The Mortgagor shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith, provided that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, no settlement of any claim in excess of \$100,000 as it pertains to the Premises shall be effected without the

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written consent of the Bank, which consent shall not be unreasonably withheld.

The net proceeds of the insurance carried pursuant to the provisions of subsections (a) and (b) above shall be received by the Mortgagor (or the Bank as provided in Section 4 hereof) and shall then be paid and applied as provided in Section 4 hereof, and the net proceeds of insurance carried pursuant to subsection (c) hereof shall be applied toward the satisfaction or extinguishment of the liability with respect to which such insurance proceeds have been paid.

Section 4. Damage and Destruction. If prior to full payment of the principal installments of, premium, if any, and interest on the Bond the Premises are destroyed in whole or in part or are damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Section 3 hereof resulting from such destruction of or damage to the Premises is not greater than \$100,000, the Mortgagor (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property which shall become subject to the lien of this Mortgage) as may be desired by the Mortgagor and as will not impair the value, operating unity or productive capacity or the character of the Premises as an industrial project, and (ii) will apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from such claims for losses, as well as any additional moneys of the Mortgagor necessary therefor. All net proceeds of insurance resulting from such claims for losses not in excess of \$25,000 shall be paid to the Mortgagor.

If prior to the full payment of the principal installments of, premium, if any, and interest on the Bond the Premises are destroyed in whole or in part or are damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Section 3 hereof resulting from such destruction of or damage to the Premises is in excess of \$25,000, the Mortgagor shall promptly give written notice thereof to the Bank. All net proceeds of insurance resulting from such claims (for losses in excess of \$25,000) shall be paid to and held by the Bank in a separate trust account, whereupon the Mortgagor shall prepay the principal installments of the Note as a whole, pursuant to Article VIII of the Agreement, or shall take the following steps: (i) the Mortgagor will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor and as will not impair the value, operating unity or productive capacity or the character of the Premises as an industrial project, and (ii) at the written direction of the Mortgagor, the Bank will apply so much of the net proceeds of such insurance to the payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. Each such direction of the Mortgagor shall be accompanied by a certificate of an architect, engineer or contractor (who

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shall be selected by the Mortgagor and be satisfactory to the Bank) in charge of the repair, rebuilding or restoration, dated not more than five (5) days prior to such direction, setting forth in substance that (a) the sum then directed to be applied either has been paid by the Mortgagor, or is justly due, to contractors, subcontractors, materialmen, engineers, architects or other persons who shall have rendered services or furnished materials or improvements for the repair, rebuilding or restoration therein specified; the names of such persons, a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis in any previous or then pending direction for payment under this Section 4 and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and (b) that, except for the amount, if any, stated (pursuant to subsection (a) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, wages, materials, supplies or services in connection with the repair, rebuilding or restoration which, if unpaid might become the basis of vendors', mechanics', laborers' or materialmen's liens (other than those being contested in good faith by the Mortgagor) upon the Premises or any part thereof. Each direction of the Mortgagor shall also be accompanied by lien waivers and affidavits from all such contractors, subcontractors, materialmen, engineers, architects and other persons, and such other information, instruments, documents, agreements and opinions of counsel as the Bank may reasonably request, including without limitation title insurance policy date-down endorsements covering the date of disbursement. In the event the net proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Mortgagor will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said net proceeds. Any balance of the net proceeds of any such insurance proceeds which are not necessary for the repair, rebuilding or restoration of the Premises and, unless the bank and the Mortgagor agree otherwise, all net proceeds of insurance where the claim for loss under the insurance required to be carried pursuant to Section 3 hereof resulting from such destruction of or damage to the Premises is \$100,000 or more shall be used to prepay principal installments of the Note (or a portion thereof) pursuant to Article VIII of the Agreement. If the principal installments of premium, if any, and interest on the Bond have been fully paid, all such net proceeds will be paid to the Mortgagor, pursuant to the Agreement.

Section 5. Condemnation. As further security for the indebtedness hereby secured, the Mortgagor hereby assigns to the Mortgagee, and its successors and assigns (including the Bank), any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the Premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) hereby assigned to the Bank, as assignee of the Mortgagee, to collect, receive, receipt for, compromise and adjust such awards and to endorse the name of the Mortgagor on any commercial paper given in payment thereof. If no

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Event of Default shall have occurred and be continuing hereunder, the Mortgagor shall have the right to direct all such proceedings for the taking by condemnation, eminent domain or otherwise of all or any part of the Premises.

In the event that title to, or the temporary use of, the Premises or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor, the Mortgagee and the Bank will cause the net proceeds received by them or any of them from any award made in such eminent domain proceedings, to be paid to and held by the Bank in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by the Mortgagor:

(a) The restoration of the Premises to substantially the same condition as they existed prior to the exercise of the power of eminent domain.

(b) The acquisition, by purchase, construction or otherwise, by the Mortgagor or the Bank of other improvements of equal value and utility suitable for the operations of the Mortgagor on the Premises or on a site within the corporate boundaries of the Village of Bedford Park, Illinois (which improvements shall be deemed a part of the Premises and subject to the lien of this Mortgage), provided, that such improvements shall meet with the approval of the Mortgagee and the Bank and shall be acquired by the Mortgagor with the approval of the Mortgagee and the Bank, subject to no liens or encumbrances other than Permitted Encumbrances. The funds shall be disbursed in the same manner set forth for the disbursement of insurance proceeds in the event that damage to or destruction of the Premises exceeds \$25,000 in the second paragraph of Section 4 hereof.

(c) The prepayment of the principal installments of the Note as a whole, pursuant to Article VIII of the Agreement.

Within sixty (60) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Mortgagor shall direct the Bank in writing as to which of the ways specified in this Section 5 the Mortgagor elects to have the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings shall be used to prepay principal installments of the Note (or a portion thereof) pursuant to Article VIII of the Agreement. If the principal installments of, premium, if any, and interest on the Bond have been fully paid, all net proceeds will be paid to the Mortgagor.

Any moneys held by the Bank under the provisions of this Section 5 or Section 4 hereof shall, at the written direction of the Authorized Borrower Representative (as defined in the Agreement), be invested or reinvested by the Bank in investments enumerated in Section 3.5 of the Agreement. The Mortgagor shall forthwith pay to the Bank for deposit into the appropriate account the amount of any losses on such investments provided that such payment shall not release the Bank from any liability due to its negligence or willful misconduct.

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The term "not proceeds," as used herein with respect to any insurance or condemnation award, means the gross proceeds from any such insurance or condemnation award remaining after payment of all expenses (including attorneys' fees and any expenses of the Mortgagee and the Bank) incurred in the collection of such gross proceeds.

No damage, destruction or condemnation concerning all or any portion of the Premises shall relieve the Mortgagor from the continuing obligation to pay principal and interest on the Note when otherwise due and to fulfill all the other obligations of the Borrower under the Agreement.

Section 5A. Right to Contest Taxes, Certain Liens, Insurance Loss Awards and Condemnation Awards. Provided that no Event of Default has occurred and is continuing hereunder, the obligations of Mortgagor under Sections 1(c), 1(e), (2), (3) and (5) and the rights of the Mortgagee under Section 8 are subject to the right of the Mortgagor to contest in good faith the validity or amount of any tax or any lien arising from any work performed at or materials furnished to the Premises; the validity or applicability of any laws, ordinances, order decrees, rules, regulations of any duly constituted governmental entity, authority, commission or court; the amount of any insurance loss award and the amount of any condemnation award, provided that:

(a) with respect to any contested tax or lien, such contest has the effect of preventing the sale or forfeiture of the Premises or any part thereof;

(b) Mortgagor gives Mortgagee and the Bank written notice of its intention to contest the same in a timely manner, which, with respect to any contested tax or assessment, shall mean before any such tax, assessment or lien has been increased by any penalties or costs, and with respect to any contested mechanic's lien claim, shall mean within ten (10) days after Mortgagor receives actual notice of the filing thereof;

(c) at Mortgagee's or the Bank's request Mortgagor makes and thereafter maintains with the Bank or such other depository as the Bank may designate, a deposit of cash (or United States government securities, in discount form, or other security as may, in the Bank's sole discretion, be acceptable to the Bank, and in either case having a present value equal to the amount herein specified) in an amount not less than One Hundred Twenty-Five percent (125%) of the amount which, in the Bank's reasonable opinion, determined from time to time, shall be sufficient to pay in full such contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to Mortgagor or in the event Mortgagor fails to prosecute such contest as herein required, and

(d) Mortgagor diligently prosecutes such contest by appropriate legal proceedings, in the event Mortgagor fails to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit

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as hereinabove provided, the Bank may, at its option, liquidate the securities deposited with the Bank, and apply the proceeds thereof and other monies deposited with the Bank, in payment of, or on account of, such taxes, assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

Section 6. Special Provisions Concerning Equipment. The Mortgagor shall be under no obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable or undesirable or unnecessary Equipment. If no Event of Default shall have occurred and be continuing under this Mortgage, in any instance where the Mortgagor in its discretion determines that any items constituting the Equipment have become inadequate, obsolete, worn out, unsuitable, damaged or destroyed, undesirable or unnecessary, the Mortgagor may remove such items from the Premises and sell, trade in, exchange or otherwise dispose of said Equipment (as a whole or in part), provided that the Mortgagor shall substitute and install or construct anywhere on the Premises other machinery, equipment, structures or related property having equal or greater value or utility in the operation of the Premises for the purpose for which they are intended (provided such removal and substitution shall not impair the operating utility of the Premises or materially reduce their value) all of which substitute machinery, equipment, structure or related property shall be free of all liens, charges, and encumbrances, except Permitted Encumbrances, and Mortgagor agrees to take all action necessary to cause the same to become a part of the Equipment and the Premises and subject to the lien and security interest hereunder to the reasonable satisfaction of the Bank.

The removal from the Premises of any of the Equipment pursuant to the provisions of this Section 6 shall not entitle the Mortgagor to any abatement or diminution of the indebtedness hereby secured.

The Mortgagor will promptly report to the Mortgagee each such removal, sale, trade-in, exchange or other disposition of any item of Equipment having a depreciated value (calculated in accordance with generally accepted accounting principles) of more than \$10,000, or certify annually to the Mortgagee and the Bank, that no such removal, sale, trade-in, exchange or other disposition has occurred. The Mortgagor will pay any costs, including attorneys' fees, incurred in subjecting to the security interest granted herein any items of machinery or equipment that under the provisions of this Section 6 are to become part of the Equipment. The Mortgagor will not remove or permit the removal of any of the Equipment from the Premises except in accordance with the provisions of this Section 6.

Upon compliance with this Section 6, the Mortgagee and the Bank agree to deliver any releases deemed necessary by the Mortgagor with regard to the removal of any such Equipment.

Section 7. Performance or Payment by Mortgagee or the Bank. In case the Mortgagor shall fail to perform any covenants herein contained, the Mortgagee or the Bank may, but need not:

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(a) make any payment or perform any act herein required of the Mortgagor in any form and manner deemed expedient;

(b) make full or partial payments of principal of or interest on prior encumbrances, if any;

(c) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof; or

(d) redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment.

All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Mortgagee or the Bank to protect the Premises and the lien hereof, plus reasonable compensation to the Mortgagee or the Bank for each matter concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Prime Rate as defined in the Bond, plus 3% per annum. The Mortgagee shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 7. Inaction of the Mortgagee or the Bank, as the case may be, shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of the Mortgagor. The Mortgagee or the Bank, as the case may be, in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Section 8. Events of Default. The Mortgagor shall pay each item of indebtedness herein mentioned, including principal, premium, if any, and interest, when due, according to the terms hereof and of the Note and this Agreement. Upon the occurrence and continuation of an "Event of Default" hereunder, all of the unpaid indebtedness secured hereby may at the option of the Bank become due and payable, pursuant to the Bond Resolution, the Agreement, and the Assignment. The occurrence of any one of the following shall constitute an "Event of Default" hereunder:

(a) Failure by the Mortgagor to pay any amounts required to be paid as principal, premium, if any, or interest under the Note or the Agreement at the times and in the manner specified therein and continuation of such failure for a period of ten (10) days after the due date thereof; or

(b) Failure by the Mortgagor to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Mortgage, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Mortgagor by the Mortgagee or the Bank, unless the Mortgagee and the Bank shall agree in writing to an extension of such time prior to its expiration; provided,

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however, if the failure stated in the notice cannot be corrected within the applicable period but can be corrected in not more than 30 days thereafter, it shall not constitute an event of default hereunder if corrective action is instituted within the applicable period and diligently pursued until the default is corrected and if the default is corrected not later than the end of the second 30-day period; or

(c) Any warranty, representation or other statement made by or on behalf of the Mortgagor contained herein, or in any commitment or certificate furnished by the Mortgagor in compliance with or in reference hereto, is false or misleading in any material respect as of the date given; or

(d) An "Event of Default" shall occur and be continuing under the Agreement; or

(e) An "Event of Default" shall occur and be continuing under the Bond Resolution.

Section 9. Remedies on Default. If an "Event of Default" occurs and is continuing hereunder, the Mortgagee and the Bank shall have the following rights and remedies:

(a) The Bank may exercise any right, power or remedy permitted to it by law as a holder of the Note or as assignee of this Mortgage and the Agreement, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to be, and upon written notice to the Mortgagor of such declaration, such Note and the unpaid accrued interest thereon shall thereupon become forthwith due and payable, without presentment, demand or protest, all of which are hereby expressly waived. The Mortgagor shall forthwith pay to the Bank the entire principal of and interest accrued on the Note.

The Bank shall waive, rescind and annul such declaration and the consequences thereof, provided that any declaration of acceleration on the Bond pursuant to Section 10 of the Bond Resolution has been waived, rescinded and annulled by the Bank.

(b) The Mortgagee and the Bank shall, with respect to any part of the Premises constituting property of the type in respect of which the realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, each have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code, including without limitation the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of the Illinois Uniform Commercial Code for reasonable notification shall be met by mailing written notice to the Mortgagor/Debtor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The proceeds of any sale or realization upon any such property shall be applied to the payment of the indebtedness hereby secured, after first deducting therefrom any expenses for retaking, selling or otherwise disposing of said property,

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Including reasonable attorneys' fees and legal expenses incurred by the Mortgagee or the Bank in connection therewith. If any deficiency shall result after such application, the Mortgagor shall be and remain liable therefor and shall immediately pay the same to the Bank.

(c) The Mortgagee and the Bank may each take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Mortgagor under the Agreement or under this Mortgage.

(d) The Mortgagee and the Bank shall each have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee or the Bank for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be costs expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title, as the Mortgagee or the Bank may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale pursuant thereto the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature in this subsection (d) mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equal to the Prime Rate (as defined in the Bond) in effect from time to time plus 3% per annum from the date of expenditure until paid. If at any foreclosure proceeding the Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against the Mortgagor for the amount of such deficiency; and the Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Premises and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

(e) Upon the bringing of any suit to foreclose this Mortgage or to enforce any other remedy available hereunder, the Mortgagee and the Bank shall, as a matter of right, without notice and without giving bond to the Mortgagor, or anyone claiming by, under or through the Mortgagor, and without regard to the solvency or insolvency of the Mortgagor or the then value of the Premises, to the extent permitted by applicable law, each be entitled to have a receiver appointed for all or any part of the Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and the Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove the Mortgagor, or other persons and any and all property therefrom and income, rents, issues and profits accruing with respect thereto or any part thereof,

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whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(f) Upon the happening of any event of default hereunder, the Mortgagor in furtherance of, and not by way of limitation of, the Granting Clauses of this Mortgage, hereby bargains, sells, assigns and sets over to the Mortgagee, and its successors and assigns (including the Bank) all rents, issues and profits of the Premises which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of said indebtedness and performance of all obligations, covenants or agreements hereunder, shall accrue and be owing for the use and occupation of the Premises or any part thereof. The Mortgagee hereby agrees not to accept any such rents, issues and profits until an event of default shall have occurred and be continuing hereunder. For the purpose aforesaid, the Mortgagor does hereby constitute and appoint the Bank its attorney in fact irrevocably in its name to receive, collect and receipt for all sums due or owing for such use, rents and occupation, as the same by accrue; and out of the amount so collected to pay and discharge all unpaid indebtedness hereby secured. For the purpose aforesaid, the Bank may enter and take possession of the Premises and manage and operate the same and take any action which, in the judgment of the Bank, is necessary or proper to conserve the value of the Premises. The Bank may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the operation thereof or any part thereof. The right to enter and take possession of the Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of the Mortgagee and the Bank hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, attorneys' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. The Bank shall not be liable to account to the Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by the Bank.

Any proceeds derived from the exercise of any right or remedy described above, or the exercise of any combination of the rights and remedies described above shall be distributed in accordance with Section 10 of the Bond Resolution.

Section 10. Additional Remedies. The Mortgagor shall not and will not apply for or avail himself of any appraisement, valuation, stay, extension, exemption or redemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the Premises, but hereby waives the benefit of such laws. The Mortgagor for himself and all who may claim through or under him waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby waives any and all rights of the redemption from sale to which he may be entitled under the laws of the State of Illinois, on behalf of the Mortgagor and each and every person

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acquiring any interest in, or title to, the Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by law.

Section 11. Remedies Cumulative. No remedy or right of the Mortgagee or the Bank shall be exclusive of, but shall be cumulative and in addition to, every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right to be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or 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 the Mortgagee or the Bank.

Section 12. Transfer of Premises. The Mortgagor shall not sell, assign, transfer or otherwise convey (whether by contract for deed or otherwise and whether voluntary or by operation of law or otherwise) the Premises, or any portion thereof, or any interest of the Mortgagor therein, subject to Permitted Encumbrances; any such sale, assignment, transfer or other conveyance shall constitute an Event of Default hereunder, and shall give the Mortgagee and the Bank each the right to declare the entire principal of and accrued interest on the Note and all other indebtedness secured hereby to be immediately due and payable and to pursue any other remedy or right set forth in Section 9 of this Mortgage to the extent set forth in said Section 9.

Section 13. Agreement to Pay Costs, Attorney's Fees. If the Mortgagee or the Bank shall be made a party to or shall intervene in any action or proceeding affecting the Premises or the title thereto or the interest of the Mortgagee or the Bank under this Mortgage, or if the Mortgagee or the Bank employs an attorney to collect any or all of the indebtedness hereby secured, the Mortgagee or the Bank shall be reimbursed by the Mortgagor, immediately and without demand, for all reasonable costs, charges, expenses and attorneys' fees incurred by it in any such case, and the same shall be secured hereby as a further charge and lien upon the Premises.

Section 14. Mortgagee's and Bank's Right of Access to Premises. The Mortgagee and the Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose, in accordance with Section 5.10 of the Agreement.

Section 15. Provisions Severable; Governing Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the other terms of this Mortgage shall in no way be affected thereby. This Mortgage shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

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Section 16. Successors and Assigns. Whenever the Mortgagor, the Mortgagee or the Bank is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreement in this Mortgage contained by or on behalf of the Mortgagor, or by or on behalf of the Mortgagee, or by or on behalf of the Bank, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not, and in the case of the Mortgagor, his assigns, heirs, devisees, legatees and personal representatives.

Section 17. Amendment of Mortgage. This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Mortgage to be executed and delivered all as of the date first above written.


WILLIAM BETTIGA

VILLAGE OF BEDFORD PARK

By: 
President

(SEAL)

ATTEST:


Marydella Coome
Village Clerk

The right, title and interest of the VILLAGE OF BEDFORD PARK in and to the amounts receivable hereunder have been assigned and pledged PIONEER BANK & TRUST COMPANY, an Illinois banking corporation, pursuant to the Assignment and Security Agreement dated as of April 30, 1986, from the VILLAGE OF BEDFORD PARK.

For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Mortgage assigned, pledged and delivered to said Bank shall be deemed the original.

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ACKNOWLEDGMENT

The undersigned hereby acknowledges the assignment and pledge from the Mortgagee of the rights and obligations hereunder, pursuant to the terms of the Assignment and Security Agreement referred to herein, and hereby acknowledges delivery of the Promissory Note of the Mortgagor described herein, pursuant to the terms of said Assignment and Security Agreement.

PIONEER BANK & TRUST COMPANY

By: *Arthur A. [Signature]*
Vice President

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ACKNOWLEDGMENT

The undersigned hereby acknowledges the assignment and pledge from the Mortgagee of the rights and obligations hereunder, pursuant to the terms of the Assignment and Security Agreement referred to herein, and hereby acknowledges delivery of the Promissory Note of the Mortgagor described herein, pursuant to the terms of said Assignment and Security Agreement.

PIONEER BANK & TRUST COMPANY

By: _____

Arthur A. [Signature]
Vice President

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, LINDA J. RACKOW, a Notary Public in and for the said County in the State aforesaid, do hereby certify that CHARLES F. PLESZAK JR and MARYDELLA COOMER personally known to me to be the same persons whose names are, respectively, as the President and the Secretary of VILLAGE OF BEDFORD PARK, an Illinois municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said municipal corporation and delivered the said instrument as the free and voluntary act of said municipal corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30TH day of April 1986.

Linda Rackow
(SEAL) Notary Public in and
for Cook County, Illinois

My Commission expires: 12-6-88

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Anne Rafelson Halek a Notary Public in and for the County and State aforesaid, do hereby certify that William Bottign personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the usos and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of April, 1986.

Anne Rafelson Halek
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES MARCH 8, 1990~~

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-10-2001 BY 60322 UCBAW

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EXHIBIT A

LEGAL DESCRIPTION AND TITLE EXCEPTIONS

Real estate and buildings located in the Village of Bedford Park, Cook County, Illinois, more fully described as follows:

PARCEL 1

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND SIX HUNDRED FIFTY (650) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET ON A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET SAID CURVE BEING TANGENT TO THE LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE SOUTH LINE OF THE QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF AND PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL LINE ONE HUNDRED AND SIXTY-SIX ONE-HUNDRETHS (100.66) FEET TO AN INTERSECTION WITH A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED NINETY-SIX AND NINETY-FOUR ONE-HUNDREDTHS (296.94) FEET SAID CURVE BEING TANGENT TO A LINE FIVE HUNDRED TWENTY-SIX (526) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID QUARTER SECTION; THENCE NORTH EASTERLY ALONG SAID CURVE ONE HUNDRED THIRTY ONE AND THREE ONE-HUNDREDTHS (131.03) FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE EASTERLY FORTY AND ONE ONE-HUNDREDTHS (40.01) FEET TO A POINT FIVE HUNDRED TWENTY-FIVE (525) FEET NORTH OF THE SOUTH LINE AND SIX HUNDRED THIRTY-ONE AND FORTY-ONE ONE HUNDREDTHS (631.41) FEET WEST OF THE EAST LINE OF THE AFORESAID QUARTER SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION SIX HUNDRED SIX AND FORTY-ONE ONE-HUNDREDTHS (606.41) FEET THENCE NORTH ONE HUNDRED TWENTY-FIVE (125) FEET TO THE PLACE OF BEGINNING,

ALSO

PARCEL 2

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL

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MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF THREE HUNDRED FIFTY-TWO AND EIGHTY ONE-HUNDREDTHS (352.80) FEET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDRETHS (218.62) FEET ON A CURVE LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; SAID CURVE BEING TANGENT TO THE LINE EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF THE QUARTER QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF THE PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL TWO HUNDRED TWELVE AND FORTY-SEVEN ONE-HUNDREDTHS (212.47) FEET TO THE POINT OF TANGENCY OF A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; THENCE NORTH EASTERLY ALONG SAID CURVE TO TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AFORESAID THENCE EAST ALONG SAID LINE FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET TO A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ONE HUNDRED FIFTY (150) FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

SUBJECT TO:

PERPETUAL COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DEED DATED DECEMBER 12, 1934 AND RECORDED DECEMBER 17, 1934 AS DOCUMENT 11526100 THAT THE GRANTEE, ITS SUCCESSORS AND ASSIGNS WILL PAY ALL TAXES AND ASSESSMENTS WHICH MAY AT ANY TIME BE LEVIED ON ANY PRIVATE STREETS ABUTTING ON SAID PREMISES WHICH LIES BETWEEN THE CENTER LINE OF SAID PRIVATE STREET AND LAND; AND PAY 1/4 OF ALL TAXES AND ASSESSMENTS LEVIED AGAINST THE LAND COMPRISING THE INTERSECTION OF ANY SUCH PRIVATE STREETS WITH ANY OTHER PRIVATE STREET WHERE SUCH INTERSECTION TOUCHES SAID PREMISES AT ANY POINT, BUT WHERE SUCH PRIVATE STREET ON THE SIDE THEREOF OPPOSITE TO THE LAND ABUTS ON A PUBLIC HIGHWAY OR A RAILROAD RIGHT OF WAY THAT GRANTEE SHALL PAY ALL THE TAXES AND ASSESSMENTS LEVIED ON ALL THAT PORTION OF EACH SUCH PRIVATE STREET OPPOSITE SAID PREMISES AND 1/2 OF ALL TAXES AND ASSESSMENTS LEVIED AGAINST THE LAND COMPRISING THE INTERSECTION OF SUCH PRIVATE STREET WITH ANY OTHER PRIVATE STREET WHERE SUCH INTERSECTION TOUCHES SAID PREMISES AT ANY POINT, THAT ALL THAT PORTION OF EACH SUCH PRIVATE STREET NOR OR HEREAFTER LAID OUT ABUTTING ON SAID PREMISES ON WHICH GRANTEE IS REQUIRED TO PAY TAXES AS AFORESAID WILL BE KEPT IN GOOD AND

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SAFE CONDITION AND REPAIR FOR PEDESTRIAN AND VEHICLE TRAFFIC BY AND AT THE COST OF THE GRANTEE, INCLUDING PAVING, RENEWING OR REPLACING THE PAVEMENTS, CONSTRUCTING OR MAINTAINING WALKS AND OTHERWISE MAINTAINING THE IMPROVEMENTS IN SAID PORTION OF EACH SUCH PRIVATE STREET.

PIN: 19-19-117-013-0000

Address of Property: 6600 South Oak Park Avenue
Bedford Park, IL 60501

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EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

T1500 Hard Tire Caterpillar Fork Lift with lifting capacity of 15,000 lbs.

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DEPT-01 RECORDING \$36.90

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