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MORTGAGE

This Mortgage is made this 31 day of August, 1987, between Advance United Expressway, a Minnesota corporation, Mortgagor, and the Central States Southeast and Southwest Areas Pension and Health & Welfare Funds ("Central States"), Mortgagee.

Whereas Mortgagor is justly indebted to Central States in an amount equal to or exceeding \$621,440.68, as evidenced in part by a Promissory Note ("Note"), a copy of which is attached as Exhibit A and made a part of this Mortgage,

Mortgagor mortgages, conveys, and warrants to the Mortgagee certain property situated in the state of Illinois, as set forth in the attached legal descriptions which are designated Exhibit B, incorporated herein, and made a part hereof, together with all the improvements now or hereafter erected upon the property, and all easements, rights, appurtenances, rents, royalties, mineral and oil and gas rights, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage. All of the foregoing are herein referred to as "the property."

Mortgagor covenants that it is lawfully seized of the property conveyed and has the right to mortgage, grant,

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and convey the property. Further, Mortgagor covenants to pay the Note according to the provisions contained therein, taxes, and assessments on the property; to maintain insurance against all loss; to keep the property in as good or better repair and condition as it is in now; and to comply promptly with all applicable laws, ordinances, and regulations affecting the property.

If default is made in the performance of its obligation on the Note, or if the Mortgagor fails to perform the covenants contained herein, power is granted by the Mortgagor to the Mortgagee to grant, bargain, sell, release, convey or in any other manner to transfer the property and to execute and deliver to the transferee(s) deeds of conveyance or other instruments of transfer, and out of the proceeds to retain all sums due on the Note and the costs and charges of such transfer, returning the surplus money, if any, to the Mortgagor or the Mortgagor's successors and assigns.

The individual(s) signing on behalf of the Mortgagor represent and warrant individually and on behalf of the Mortgagor that the Mortgagor is a corporation in good standing, that its charter is in full force and effect, that this action has been approved by the Board of Directors, and that they are duly authorized by the corporation to execute this Mortgage on its behalf and to bind the corporation to the terms and conditions set forth herein.

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of the Court of Appeals for the Fifth Circuit, in the case of *United States v. [Name]*, No. [Case Number], dated [Date]. The Court has affirmed the conviction of the defendant, [Name], and has sentenced him to a term of imprisonment of [Term].

The Court's opinion, written by Judge [Name], states that the evidence presented at trial was sufficient to support the conviction. The Court found that the defendant had committed the crime charged in the indictment, and that the government had proven its case beyond a reasonable doubt.

The Court also affirmed the sentence imposed by the district court. The Court found that the sentence was appropriate in light of the facts and circumstances of the case. The Court noted that the defendant had a prior criminal record, and that the crime was a serious one. The Court also noted that the defendant had shown no remorse, and that he had failed to cooperate with the government's investigation.

The Court's decision is final, and the defendant has no right to appeal. The defendant is to be imprisoned in the Federal Reformatory for Women, at Alderson, West Virginia, for a term of [Term].

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The covenants contained herein shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties.

Signed, notarized, and delivered by the Mortgagor on the day and year first written above.

WITNESSES:

Joanne C. Chambers

ADVANCE UNITED EXPRESSWAY

By: Thomas G. Hughes

Title: President

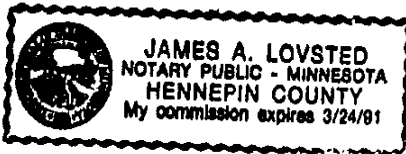
Joanne C. Chambers

By: Robert A. Wehage

Title: Vice President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 31 day of August, 1987 by THOMAS G. HUGHES the PRESIDENT and ROBERT A. WEHAGE the VICE PRESIDENT of Advance United Expressway, on behalf of the corporation.



James A. Lovsted
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this _____ day of August, 1987 by _____ the _____ and _____ the _____ of Advance United Expressway, on behalf of the corporation.

NOTARY PUBLIC

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addition to the information provided in the
attached report, the following information is provided:

reporter's name: [illegible]

location: [illegible]

DATE: [illegible]

TIME: [illegible]

REPORTER: [illegible]

LOCATION: [illegible]

DESCRIPTION: [illegible]

REMARKS: [illegible]

SIGNATURE: [illegible]

DATE: [illegible]

as stated previously, the information provided
is for informational purposes only.

It is requested that you contact the
reporter if you have any questions.

Thank you for your cooperation.

Sincerely,
[illegible]

[illegible]

as stated previously, the information provided
is for informational purposes only.

It is requested that you contact the
reporter if you have any questions.

Thank you for your cooperation.

Sincerely,
[illegible]

[illegible]

01/28/2010

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PROMISSORY NOTE

Date:

In consideration of the forbearance by the Trustees of Central States Southeast and Southwest Areas Health and Welfare and Pension Funds ("Central States" or "Payee") from pursuing litigation against Advance United Expressway, Inc., a Minnesota corporation ("Employer"), for the recovery of delinquent contributions, accrued interest, and related charges owed to the Payee;

In consideration of the Payee's acceptance of an extended pay arrangement favorable to the Employer;

In recognition and acknowledgment of the Employer's debt to the Payee of at least \$611,507.78, which is the sum of certain delinquent contributions to the health and welfare and pension funds plus the interest that has accrued on those delinquencies through August 25, 1987; and

In mutual recognition that the Payee claims and the Employer disputes a supplemental and additional debt of the Employer to the Payee in the amount of \$68,527.74, which is the sum of contributions found to be delinquent from the period of December 27, 1981 through December 29, 1984 as a result of the Payee's audit of the Employer plus the interest that has accrued on those delinquencies through August 25, 1987;

In mutual recognition that the Payee claims and the Employer disputes a supplemental and additional debt of the

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EXHIBIT

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Employer to the Payee in the amount of \$9,932.90, which is the sum of contributions found to be delinquent for the period through July 1987 as a result of the Payee's audit of the Employer plus the interest that has accrued on those delinquencies through August 25, 1987.

NOW, THEREFORE, the Employer promises to pay to Central States the sum of \$689,968.42, together with interest--calculated on the monthly balances of principal remaining unpaid at an adjustable rate equal to the prime interest rate charged by the Chase Manhattan Bank, N.A., of New York on the 15th of each month, the interest rate in effect for each month being that charged by the Chase Manhattan Bank, N.A., of New York on the 15th day of the preceding month--in installments as follows:

1. One payment of \$137,993.68 by September 15, 1987.
2. Forty-six consecutive, semi-monthly installments due on the first and fifteenth days of each month, commencing on the first day of October, 1987 and continuing semi-monthly thereafter to and including the fifteenth day of August, 1989. Each installment shall be \$12,046.25, which includes one forty-sixth of Payee's attorney fees and legal costs incurred through August 25, 1987 in this matter.
3. Interest on the indebtedness from August 25, 1987 shall be calculated by the Payee and billed to the Employer each month. All such accrued interest shall be due

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as billed on the first day of the month following the date of the bill.

4. Notwithstanding anything herein to the contrary, on the 15th day of August, 1989, all of the remaining principal, interest, and related charges shall be due and payable.

Provided, the Employer expressly reserves and the Payee expressly acknowledges the Employer's right to review the audit findings detailed above, totalling \$68,527.74. At such time as the Employer provides to Payee reasonable proof of error in these audit findings, Payee and Employer may renegotiate this note to the extent that such audit findings are modified. No agreement between Payee and Employer to modify this note shall be effective unless it is in writing and expressly refers to this note.

The Employer agrees that the Payee in the exercise of its sole discretion may audit the records of the Employer in order to determine the Employer's liability pursuant to this note, applicable collective bargaining agreements, and trust agreements.

The Promisor also and in addition to the above agrees to pay and to become liable for all current contributions owed by the Employer to the Central States Southeast and Southwest Areas Health and Welfare Fund and the Central States Southeast and Southwest Areas Pension Fund as they become due under all applicable collective bargaining agreements or participation agreements. For

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purposes of this paragraph, "current contributions" refers to contributions arising from work performed on or after August 1, 1987.

In the event that payment of any installment, interest, or any sum due hereunder is not paid for a period of five days after the due date, the aggregate amount of this note remaining unpaid, plus any current contributions remaining unpaid, at the Payee's option, without notice or demand, shall at once become due together with interest, collection costs, additional interest or liquidated damages as allowed or required by 29 U.S.C. § 1132(g)(2)(c) or the Payee's Trust Agreements, and reasonable attorneys' fees. It is specifically understood by and between the parties hereto that the acceptance of any installment hereof by the Payee after the time when it becomes due shall not be held to establish a custom or to waive any rights of the Payee to enforce payment of any installment or aggregate amount herein.

In addition to a monetary default as described in the preceding paragraph, the entire unpaid balance due under any terms of this agreement shall immediately become due and payable without any notice or demand, if any of the following events should occur:

- a. a merger or consolidation by the Employer with another entity without prior written notice to, and prior written consent by, the Payee,

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Notice of the Board of Directors

of the Board of Directors

Respectfully you are invited to attend the meeting of the Board of Directors of the Cook County Board of Directors, which will be held on the 15th day of January, 1921, at 10:00 o'clock in the forenoon, at the County Administration Building, Chicago, Illinois.

The Board of Directors will consider the following items:

1. Report of the Board of Directors for the year 1920.

2. Report of the Board of Directors for the year 1921.

3. Report of the Board of Directors for the year 1922.

4. Report of the Board of Directors for the year 1923.

5. Report of the Board of Directors for the year 1924.

6. Report of the Board of Directors for the year 1925.

7. Report of the Board of Directors for the year 1926.

8. Report of the Board of Directors for the year 1927.

9. Report of the Board of Directors for the year 1928.

10. Report of the Board of Directors for the year 1929.

11. Report of the Board of Directors for the year 1930.

12. Report of the Board of Directors for the year 1931.

13. Report of the Board of Directors for the year 1932.

14. Report of the Board of Directors for the year 1933.

15. Report of the Board of Directors for the year 1934.

16. Report of the Board of Directors for the year 1935.

17. Report of the Board of Directors for the year 1936.

18. Report of the Board of Directors for the year 1937.

19. Report of the Board of Directors for the year 1938.

20. Report of the Board of Directors for the year 1939.

21. Report of the Board of Directors for the year 1940.

22. Report of the Board of Directors for the year 1941.

23. Report of the Board of Directors for the year 1942.

24. Report of the Board of Directors for the year 1943.

25. Report of the Board of Directors for the year 1944.

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which consent shall not be unreasonably withheld; or

- b. a general assignment by the Employer for the benefit of creditors, or the filing by the Employer of a petition in voluntary bankruptcy, or the filing by Employer of a petition or answer in a proceeding seeking reorganization of the Employer or an arrangement or readjustment of its indebtedness under federal bankruptcy law, or a consent by the Employer to the appointment of a receiver or trustee for its properties; or
- c. an adjudication that the Employer is bankrupt or insolvent, or,
- d. a complete cessation of the obligation of the Employer to make contributions to the Payee.

The Promisor waives diligence, presentment, protest and demand, notice of protest, demand and dishonor in nonpayment of this note, and agrees to pay all costs of collection, including reasonable attorneys' fees.

Payments under this note may be extended or modified by written consent of Payee without affecting said liability.

Employer may prepay all delinquent contributions, accrued interest, and related charges without penalty attributable to the prepayment.

Regardless of their form, all words shall have the gender and number as required by their context. Each party

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liable under this note acknowledges receipt of a copy. The liability of the undersigned shall be joint and several.

(CORPORATE SEAL)

ADVANCE UNITED EXPRESSWAY

ATTEST:

Joanne C. Chambers
Asst. Secy.

By: Thomas E. Hughes

Title: President

Date: 8/31/87

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EXHIBIT B TO THE MORTGAGE BETWEEN
ADVANCE UNITED EXPRESSWAY, MORTGAGOR, AND
CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS
PENSION AND HEALTH & WELFARE FUNDS, MORTGAGEE

The property described in this mortgage that is situated in the State of Illinois is described as follows:

That part of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point on the South Line of Chicago and Illinois Western Railroad right of way, said point being 33.00 feet East from the West Line of said Southwest 1/4 of the Northeast 1/4; thence East along said South Line of Chicago and Illinois Western Railroad right of way, 350.00 feet; thence South parallel to said West Line of said Southwest 1/4 of the Northeast 1/4, 640.53 feet to a line which extends West from a point on a line 1,430.00 feet West of and parallel to the East Line of said Section 34, said point being 640.00 feet South from said South Line of Chicago and Illinois Western Railroad right of way to a point on said West Line of said Southwest 1/4 of the Northeast 1/4, said point being 640.78 feet South of said South Line of Chicago and Illinois Western Railroad right of way; thence West along said line which extends West from a point on a line 1,430.00 feet West of and parallel to the East line of Section 34, for a distance of 350.00 feet to a line 33.00' East of and parallel to said West Line of said Southwest 1/4 of the Northeast 1/4; thence North on said line 33.00 feet East of an parallel to the West line of said Southwest 1/4 of the Northeast 1/4, 640.75 feet to the point of beginning, in Cook County, Illinois.

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