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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made the 27th day of August, 1987, between SIG FOOD SERVICES ASSOCIATES, an Illinois limited partnership having an address at 18 East Chestnut Street, Chicago, Illinois 60611 (the "Mortgagor"), and EAST RIVER SAVINGS BANK, a New York banking corporation having an address at 277 North Avenue, New Rochelle, New York 10801 (the "Mortgagee").

RECITAL

Mortgagor is the owner of the premises described in Schedule A hereto. Mortgagee has agreed to loan to Mortgagor the principal sum of SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS (the "Mortgage Amount") which is evidenced by a note of Mortgagor (the "Note") of even date herewith in said amount. In order to secure the payment of the Note, Mortgagor has duly authorized the execution and delivery of this Mortgage.

CERTAIN DEFINITIONS

Mortgagor and Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms.

"Chattels" means all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacements thereof, other than those owned by lessees, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Premises and the Chattel Premises.

"Chattel Premises" means certain premises located in the States of Michigan and Illinois as more particularly described in Schedule B hereto. Mortgagor is the holder of a leasehold interest as tenant in said premises.

"Events of Default" means the events and circumstances described as such in Section 2.01 hereof.

Prepared by: Steven A. Sheinman, Esq.  
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New York, New York 10022  
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"Improvements" means all structures or buildings, and replacements thereof, now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings.

"Involuntary Rate" means a rate of interest equal to the greater on a daily basis of (i) fifteen (15%) percent per annum or (ii) five (5%) percent per annum in excess of the Interest Rate (as defined in the Note), but in no event to exceed the maximum rate allowed by law.

"Parcels" means those certain individual parcels which together comprise the Premises and the Chattel Premises as more particularly described on Schedule C hereto.

"Premises" means certain premises located in the States of Michigan and Illinois as more particularly described in Schedule A hereto including all of the easements, rights, privileges and appurtenances (including air rights or development rights) thereunto belonging or in anywise appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired. Mortgagor is the holder of fee title to said premises. In the event that Mortgagor shall acquire fee title to any of the Parcels comprising the Chattel Premises, such Parcel shall automatically be deemed to be a part of the Premises.

All terms of this Mortgage which are not defined above shall have the meaning set forth elsewhere in this Mortgage.

## GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in consideration of the premises and in order to secure the payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage and the performance and observance of all the provisions hereof and of the Note, hereby gives, grants, bargains, sells, warrants, aliens, premises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto Mortgagee, all its estate, right, title and interest in, to and under any and all of the following

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described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

- (i) the Premises;
- (ii) the Improvements;
- (iii) the Chattels;
- (iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments;
- (v) all leases of the Premises and the Chattel Premises now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the 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 installments of rent coming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, to receive and collect the rents thereunder.

Any portion of the Mortgaged Property which by law is or may be real property shall be deemed to be real property for the purposes of this Mortgage. The remainder of the Mortgaged Property shall be subject to the Uniform Commercial Code, and this Mortgage shall constitute a Security Agreement with respect thereto. The Mortgagor hereby grants to the Mortgagee, for the purpose of securing performance of all of the Mortgagor's obligations under this Mortgage, a security interest in that portion of the Mortgaged Property not deemed to be real property. With respect to such security interest the Mortgagee may exercise all rights granted or to be granted a secured party under the Uniform Commercial Code of the State in which such portion of the Mortgaged Property is situated.

TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns, forever.

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## ARTICLE I

### PARTICULAR COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees as follows:

SECTION 1.01. Title to the Premises. Mortgagor warrants that it is the owner of a good and marketable title to an indefeasible fee estate in the Premises subject to no lien, charge or encumbrance except such as are listed as exceptions to title in the title policy insuring the lien of this Mortgage; that it is the holder of a valid leasehold interest as tenant in and to the Chattel Premises, subject to the terms, covenants and conditions of the respective lease agreements covering the Chattel Premises; that it owns the Chattels free and clear of liens and claims; and that this Mortgage is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the exceptions referred to above. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done.

SECTION 1.02. Delivery of Loan Documents. Mortgagor will, at its sole cost and expense, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, will execute and deliver, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Chattels.

SECTION 1.03. Recording; Payment of Fees.  
(a) Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, will cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to pub-

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lish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

(b) Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

SECTION 1.04. Payment of Indebtedness. Mortgagor will punctually pay the principal and interest and all other sums to become due in respect of the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

SECTION 1.05. Maintenance of Status. Mortgagor, if other than a natural person, will, so long as it is owner of all or part of the Mortgaged Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation, partnership, trust or other entity under the laws of the state of its formation and will comply with all regulations, rules, statutes, orders and decrees of any governmental authority or court applicable to it or to the Mortgaged Property or any part thereof.

SECTION 1.06. Additional Property Subject to Lien. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned

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by Mortgagor and specifically described in the granting clause hereof, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

SECTION 1.07. Payment of Taxes. (a) Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. Notwithstanding the foregoing, an assessment which has been made payable in installments at the application of the Mortgagor or lessee of the Premises shall be paid by the Mortgagor before said installments become a lien. Mortgagor will, upon Mortgagee's request, deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor and without expense to Mortgagee.

(c) Nothing in this Section 1.07 shall require the payment or discharge of any obligation imposed upon Mortgagor by this Section so long as Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the

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same; provided that during such contest Mortgagor shall, at the option of Mortgagee, provide security reasonably satisfactory to Mortgagee, assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further, that if at any time payment of any obligation imposed upon Mortgagor by clause (a) above shall become necessary to prevent the delivery of a tax deed conveying the Mortgaged Property or any portion thereof because of nonpayment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

SECTION 1.08. Intentionally Omitted.

SECTION 1.09. Insurance. (a) Mortgagor will keep the Improvements and Chattels insured against loss by fire, with the usual extended coverage endorsement, for the benefit of Mortgagee. Such insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to a standard first mortgage endorsement. The policy or policies of such insurance or certificates thereof shall be delivered to Mortgagee. Mortgagor shall give Mortgagee prompt notice of any loss covered by such insurance and Mortgagee shall have the right to join Mortgagor in adjusting any loss in excess of \$100,000. Any monies received as payment for any loss under any such insurance shall be made available by the holder of this Mortgage to the Mortgagor or then owner of the Mortgaged Property for the repair and restoration of the Improvements and Chattels, but the holder of this Mortgage shall not in any event be obligated to make available to such owner for such purpose any amount in excess of the sum collected and received by the holder of this Mortgage from the company or companies issuing such insurance policy or policies, less the cost of collection thereof. The Mortgagee agrees for itself, its successors and assigns, to execute, acknowledge and deliver such instruments and endorse such checks as may be necessary to carry out the provisions of this Section.

(b) If any Parcel comprising the Premises is located in an area which has been identified by the Secretary of the United States Department of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, Mortgagor will keep the Improvements covered, until all sums secured hereby have been repaid in full, by flood insurance in an amount at least

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equal to the amount of the Release Price (as defined in Section 3.04 hereof) for any such Parcel or the maximum limit of coverage available for such Parcel under the National Flood Insurance Act of 1968, whichever is less.

SECTION 1.10. Payments by Mortgagee. If Mortgagor shall fail to perform any of the covenants contained in Sections 1.03, 1.07, 1.09 or 1.12, Mortgagee may make advances to perform the same on its behalf, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. Mortgagor will repay on demand all sums so advanced on its behalf together with interest thereon at the Involuntary Rate.

SECTION 1.11. Certificates. (a) Mortgagor, within three (3) days upon request in person or within five (5) days upon request by mail, will execute, acknowledge and deliver a written statement of the amount due whether for principal or interest on this Mortgage and whether any offsets, counterclaims or defenses exist against the indebtedness secured hereby.

(b) Mortgagee, within three (3) days upon request in person or within five (5) days upon request by mail, will execute, acknowledge and deliver without charge a certificate of reduction in recordable form, certifying as to the then unpaid principal balance, rate of interest, date to which interest has been paid, and maturity date under this Mortgage, and stating that there are no defaults hereunder if that be the case, or specifying the nature of any alleged defaults hereunder.

SECTION 1.12. Maintenance of Improvements and Chattels. Mortgagor will, at all times, maintain the Improvements and Chattels in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The Improvements shall not be demolished or substantially altered, nor shall any Chattels be removed without the prior written consent of Mortgagee except where appropriate replacements free of superior title, liens and claims are immediately made of value at least equal to the value of the removed Chattels. Mortgagor will not commit any waste on the Premises.

SECTION 1.13. Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution or pending institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify

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Mortgagee thereof. Mortgagee may participate in any such proceedings and may be represented therein by counsel of its selection. Mortgagor from time to time will deliver to Mortgagee all instruments requested by it to permit or facilitate such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. The proceeds of any award or compensation so received shall, at Mortgagee's option, be applied either to the prepayment of the Note without premium and at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority, or shall be paid over to Mortgagor from time to time for restoration of the Improvements. Notwithstanding the foregoing, in the event that there is a partial condemnation, including street widening or change of grade, any monies received from the authority causing such condemnation, whether by agreement, award or otherwise, shall not be applied by the Mortgagee in reduction of the mortgage indebtedness, but shall be turned over to the then owner of the Premises for restoration and repair; and the Mortgagee agrees for itself, successors and assigns, to execute, acknowledge and deliver such instruments as may be necessary to carry out the provisions of this Section.

#### SECTION 1.14. Assignment of Leases and Rents.

The Mortgagor hereby assigns to the Mortgagee the rents, issues and profits of the Premises and the Chattel Premises as further security for the payment of the indebtedness secured hereby, and the Mortgagor grants to the Mortgagee the right to enter upon and take possession of the Premises and the Chattel Premises for the purpose of collecting the same and to let the Premises and the Chattel Premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until the Note secured by this Mortgage is paid. The Mortgagee hereby waives the right to enter upon and to take possession of the Premises and the Chattel Premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues and profits until an Event of Default shall occur; and agrees to use such rents, issues and profits in payment of principal and interest becoming due on the Note secured by this Mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying

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charges becoming due against said premises, but such right of the Mortgagor may be revoked by the Mortgagee upon the occurrence of an Event of Default.

SECTION 1.15. Compliance with Lien Law. If required by any applicable lien law, Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of such costs before using any part of the total of the same for any other purpose.

## ARTICLE II

### EVENTS OF DEFAULT AND REMEDIES

SECTION 2.01. Events of Default. If one or more of the following Events of Default shall happen, that is to say:

(a) if (i) default shall be made in the payment of any principal, interest or other sums under the Note, in any such case, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, in each case, as in the Note and this Mortgage provided and such default shall have continued for a period of fifteen (15) days after notice thereof shall have been given to Mortgagor by Mortgagee or (ii) default shall be made in the payment of any tax required by Section 1.07 to be paid and said default shall have continued for a period of thirty (30) days after notice thereof shall have been given to Mortgagor by Mortgagee; or

(b) if default shall be made in the due observance or performance of any covenant or agreement on the part of Mortgagor contained in Sections 1.03 or 1.09, and such default shall have continued for a period of thirty (30) days after notice thereof shall have been given to Mortgagor by Mortgagee; or

(c) if default shall be made in the due observance or performance of any other covenant, condition or agreement in the Note or this Mortgage, and such default shall have continued for a period of thirty (30) days after notice thereof shall have been given to Mortgagor by Mortgagee; provided, however, that if the default is of such a nature that it cannot be cured after reasonable diligence within such thirty

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(30) day period, the time to cure said default shall be deemed extended for such time as is reasonably sufficient to cure said default with reasonable diligence; or

(d) if by order of a court of competent jurisdiction, a trustee, receiver or liquidator of the Mortgaged Property or any part thereof, or of Mortgagor shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(e) if Mortgagor shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Act or any similar law, federal or state, or if, by decree of a court of competent jurisdiction, Mortgagor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of its property; or

(f) if any of the creditors of Mortgagor shall file a petition in bankruptcy against Mortgagor or for reorganization of Mortgagor pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed; or

(g) if final judgment for the payment of money in excess of \$100,000 shall be rendered against Mortgagor and Mortgagor shall not discharge the same or cause it to be discharged within sixty (60) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(h) if Mortgagor shall transfer, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein without, in any such case, the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or unduly delayed. If Mortgagee's consent to a transfer should be given, any such transfer shall be subject

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to this Mortgage and any other documents which evidence or secure the loan secured hereby, and any such transferee shall be subject to all of Mortgagor's obligations hereunder and thereunder and agree to be bound by all provisions and perform all obligations contained herein and therein. As used herein "transfer" shall include, without limitation, any sale, assignment, lease or conveyance (except leases for occupancy subordinate to this Mortgage and to all advances made and to be made hereunder) or, in the event Mortgagor is a partnership, joint venture, trust or closely-held corporation, the sale, conveyance, transfer or other disposition of more than forty-nine percent (49%) of any class of the issued and outstanding capital stock of such closely-held corporation or of the beneficial interest of such partnership, venture or trust, either voluntarily, involuntarily, or otherwise, or in the event Mortgagor is a publicly-held corporation, the sale, conveyance, transfer or other disposition of more than 10% of the stock holdings of any of the Major Shareholders. For purposes of this clause (h), "Major Shareholders" shall mean those five individuals or entities that own the greatest number of shares of each class of stock issued and outstanding of the corporation; or

(i) if Mortgagor shall encumber, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any of the Parcels or any other portion of the Mortgaged Property, or any interest therein without, in any such case, the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or unduly delayed. If Mortgagee's consent to an encumbrance should be given, such encumbrance shall be subject to this Mortgage. As used herein "encumber" shall include, without limitation, the placing or permitting the placing of any mortgage, deed of trust, assignment of rents or other security device;

then and in every such case:

I. During the continuance of any such Event of Default, Mortgagee, by notice given to Mortgagor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and

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upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding.

II. During the continuance of any such Event of Default, Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Mortgaged Property, and each and every part thereof, and is hereby given a right and license and appointed Mortgagor's attorney-in-fact to do so, and may exclude Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Mortgagee, at the expense of the Mortgaged Property, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the Mortgaged Property, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem best; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Mortgagor; and in furtherance of such right Mortgagee may collect the rents payable under all leases of the Mortgaged Property directly from the lessees thereunder upon notice to each such lessee that an Event of Default exists hereunder accompanied by a demand on such lessee for the payment to Mortgagee of all rents due and to become due under its lease, and Mortgagor FOR THE BENEFIT OF MORTGAGEE AND

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EACH SUCH LESSEE hereby covenants and agrees that the lessee shall be under no duty to question the accuracy of Mortgagee's statement of default and shall unequivocally be authorized to pay said rents to Mortgagee without regard to the truth of Mortgagee's statement of default and notwithstanding notices from Mortgagor disputing the existence of an Event of Default such that the payment of rent by the lessee to Mortgagee pursuant to such a demand shall constitute performance in full of the lessee's obligation under the lease for the payment of rents by the lessee to Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it engaged and employed, Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by Mortgagor under this Mortgage.

III. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(1) sell the Mortgaged Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels or parts, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or

(2) institute proceedings for the complete or partial foreclosure of this Mortgage; or

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(3) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

## SECTION 2.02. Sale of Mortgaged Property.

(a) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Article II, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby appointed the true and lawful attorney irrevocable of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power. Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpet-

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ual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

(c) In the event of any sale or sales made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by Mortgagor pursuant to this Mortgage, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

(d) The purchase money, proceeds or avails of any sale or sales made under or by virtue of this Article II, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article II or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Involuntary Rate on all advances made by Mortgagee, and of all taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, with interest on the unpaid principal at the Involuntary Rate from and after the happening of any Event of Default described in clause (a) of Section 2.01 hereof from the due date of any such payment of principal until the same is paid.

Third: To the payment of any other sums required to be paid by Mortgagor pursuant to any provisions of this Mortgage or of the Note.

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12/17/2018



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Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(e) Upon any sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

SECTION 2.03. Appointment of Receiver. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of Mortgagee, Mortgagee shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the indebtedness secured hereby, forthwith either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of a receiver or receivers of the Mortgaged Property and of all the earnings, revenues, rents, issues, profits and income thereof.

SECTION 2.04. Possession of Property. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of its property, or of the Mortgaged Property or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage.

SECTION 2.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any

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acquiescence therein; and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee.

## ARTICLE III

### ADDITIONAL AGREEMENTS

SECTION 3.01. Prepayment. The Mortgagor or any owner of the Mortgaged Property shall have the right to prepay the indebtedness secured by this Mortgage, in whole or in part, together with accrued and unpaid interest on the amount prepaid, without premium or penalty, from time to time and at any time.

SECTION 3.02. Non-Recourse. Notwithstanding anything to the contrary contained herein, the obligation of the Mortgagor for the payment of the indebtedness and for the performance of the terms, covenants and conditions contained herein and in the Note secured hereby is limited solely to recourse against the property secured by this Mortgage, and in no event shall the Mortgagor or any principal of the Mortgagor, disclosed or undisclosed, be personally liable for any breach of or default under the Note or this Mortgage or for any deficiency resulting from or through any proceedings to foreclose this Mortgage, nor shall any deficiency judgment, money judgment or other personal judgment be sought or entered against the Mortgagor or any principal of the Mortgagor, disclosed or undisclosed, but the foregoing shall not adversely affect the lien of this Mortgage or the Mortgagee's right of foreclosure.

SECTION 3.03. Partial Release of Lien. Provided that no Event of Default exists under this Mortgage, the Mortgagee shall, upon ten (10) days' notice from the Mortgagor, release from the lien of this Mortgage any or all of the individual Parcels upon the payment to the Mortgagee of such amount as Mortgagor and Mortgagee may mutually agree upon (a "Release Price"). Upon the payment of the Release Price, Mortgagee shall execute and deliver such documentation as Mortgagor may request in connection with any such release, including without limitation a recordable partial release of lien and UCC-3 termination statements. Notwithstanding anything to the contrary contained herein, if Mortgagor and Mortgagee shall be unable to agree upon a Release Price for any Parcel or Parcels, then, at Mortgagor's option, the lien of this Mortgage with respect to any such Parcel or Parcels shall

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IN SENATE  
JANUARY 11, 1900

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899

RELATIVE TO THE LANDS BELONGING TO THE STATE

AND TO THE MANNER OF DISPOSING OF THEM

AND TO THE MANNER OF IMPROVING THEM

AND TO THE MANNER OF LEASING THEM

AND TO THE MANNER OF SELLING THEM

AND TO THE MANNER OF RENTING THEM

AND TO THE MANNER OF DONATING THEM

AND TO THE MANNER OF GIVING THEM

AND TO THE MANNER OF EXCHANGING THEM

AND TO THE MANNER OF MORTGAGING THEM

AND TO THE MANNER OF ENCUMBERING THEM

AND TO THE MANNER OF ASSIGNING THEM

AND TO THE MANNER OF TRANSFERRING THEM

AND TO THE MANNER OF DEVISING THEM

AND TO THE MANNER OF BEQUESTING THEM

AND TO THE MANNER OF INHERITING THEM

AND TO THE MANNER OF SUCCEEDING TO THEM

Property of Cook County Clerk's Office

RECEIVED

be subject and subordinate in all respects to any mortgage obtained by Mortgagor from an institutional lender in connection with financing or refinancing the acquisition of such Parcel or Parcels and/or the construction or renovation of such Parcel or Parcels and to all renewals, modifications, consolidations, replacements, increases and extensions thereof. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Mortgagee shall execute and deliver any instrument that Mortgagor or such institutional lender may reasonably request to evidence such subordination.

SECTION 3.04. Severance of Mortgage. Provided that no Event of Default exists under this Mortgage, the Mortgagor shall, upon ten (10) days' notice from the Mortgagor, execute such documents, including one or more substitute notes and mortgages as may be necessary in order to effectuate the modification of this Mortgage and the Note secured hereby, so as to create two or more liens on the Mortgaged Property in such amount as Mortgagor and Mortgagee may mutually agree upon but in no event to exceed, in the aggregate, the principal indebtedness secured hereby.

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.01. Severability. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 4.02. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by registered or certified mail, return receipt requested, to either party at its address above stated, or at such other address as either party may designate in a notice to the other given in accordance with this Section. Copies of all notices to Mortgagor shall simultaneously be delivered in the manner hereinabove provided to Baer Marks & Upham, 805 Third Avenue, New York, New York 10022, Attn: Dennis I. Hellman, Esq.

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SECTION 4.03. Binding Obligation. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

SECTION 4.04. Maximum Interest Rate. This Mortgage and the Note secured hereby are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on any portion of the indebtedness secured hereby at a rate which could subject Mortgagee or the holder hereof to either civil or criminal liability as a result of being in excess of the maximum rate which Mortgagor is permitted by law to contract or agree to pay. If, by the terms of this Mortgage, the Note secured hereby or any other agreement between Mortgagor and Mortgagee, Mortgagor is at any time required or obligated to pay interest on any portion of the indebtedness secured hereby at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and interest payable thereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

SECTION 4.05. Counterparts. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same mortgage.

SECTION 4.06. Certain Definitions. Whenever the term "Mortgagor" is used herein, unless the context otherwise requires said term shall mean the then owner of the Mortgaged Property. Whenever the term "Mortgagee" is used herein, unless the context otherwise requires said term shall mean the then holder of this Mortgage.

SECTION 4.07. Discharge of Mortgage. Upon payment in full of the Note secured by this Mortgage, the Mortgagee shall execute and deliver to the Mortgagor or its designee, at Mortgagor's option, either a satisfaction or assignment of this Mortgage, in proper form for recording, together with the appropriate UCC-3 termination statements.

SECTION 4.08. Further Documentation. The Mortgagor from time to time will execute, acknowledge, deliver and record, at the Mortgagor's sole cost and expense, all

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10-11-2010



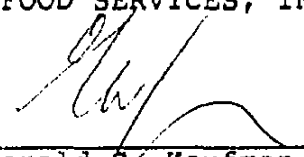
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further instruments, deeds, conveyances, supplemental mortgages, assignments, financing statements, transfers, and assurances as in the reasonable opinion of Mortgagee's counsel may be necessary (a) to preserve, continue, and protect the interest of the Mortgagee in the Mortgaged Property, (b) to perfect the grant to the Mortgagee of every part of the Mortgaged Property, (c) to facilitate the execution of this Mortgage or (d) to secure the rights and remedies of the Mortgagee under the Note and this Mortgage. The Mortgagor, at the request of the Mortgagee, shall promptly execute any continuation statements required by the Uniform Commercial Code to maintain the lien on any portion of the Mortgaged Property subject to the Uniform Commercial Code.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor.

SIG FOOD SERVICES ASSOCIATES  
By: SIG FOOD SERVICES, INC.

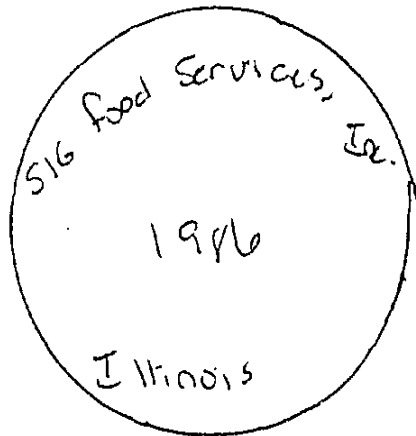
By:   
Gerald S. Kaufman, President

BY:   
Robert J. Adler, Assistant Secretary

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 NOV 12 PM 3:48

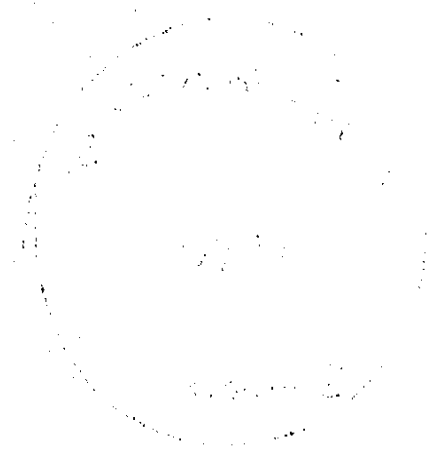
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STATE OF NEW YORK     )  
                                  :    ss.:  
COUNTY OF NEW YORK    )

On the 27th day of August, 1987, before me personally came GERALD S. KAUFMAN, to me personally known, who, being by me duly sworn, did depose and say that he resides at 18 East Chestnut St., Chicago, Ill. ; that he is the President of SIG FOOD SERVICES, INC., the corporation described in and which executed the foregoing instrument; which corporation is the general partner of SIG FOOD SERVICES ASSOCIATES, the partnership described in and which executed the foregoing instrument; that the execution of the foregoing instrument was duly authorized according to the articles of partnership of SIG FOOD SERVICES ASSOCIATES; that SIG FOOD SERVICES, INC., as general partner, executed the foregoing instrument on behalf of said partnership pursuant to said authorization; and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public

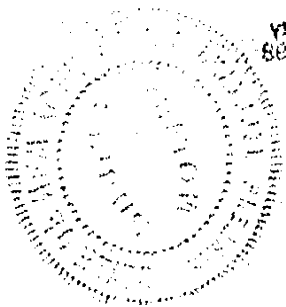
MARLENE WILLIAMS CLARKE  
Notary Public, State of New York  
No. 24 4800442  
Qualified in Kings County  
Term Expires March 30, 1989

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MARLENE WILLIAMS CLARKE  
Notary Public, State of New York  
No. 24-0802413  
Qualified in Cook County  
Term Expires March 30, 198



03/27/83

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SCHEDULE A

LEGAL DESCRIPTIONS OF PREMISES

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State: Michigan  
County: Calhoun  
Street Address: 821 Capital, S. W.  
Battle Creek

## PARCEL 1:

The North Half of Lot 14 of Rural Park, Battle Creek Township, Calhoun County, Michigan; which shall include improvements thereon fully completed and ready for operation, consisting of Standard Taco Bell Restaurant building with on-site and off-site improvements as generally indicated in Taco Bell Sale-Leaseback Program Brochure dated 2/22/72 excluding trade fixtures and equipment to be furnished by Lessee and to be owned by Lessee.

## PARCEL 2:

Beginning at a point which is 1.00 foot North of the Southwest corner of Lot No. 14 of RURAL PARK according to the Plat thereof recorded in Liber 3 of Plats, on page 9, in the Office of the Register of Deeds for Calhoun County, Michigan, thence North 72.59 feet; thence South 89 degrees 05 minutes 58 seconds east, 297.00 feet; thence South 73.59 feet, thence North 89 degrees 05 minutes 58 seconds West, 91.00 feet; thence South 143.00 feet; thence North 89 degrees 05 minutes 58 seconds west, 26.00 feet; thence North 144.00 feet, thence North 89 degrees 05 minutes 58 seconds West, 180.00 feet to the place of beginning.

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State: Michigan  
County: Kalamazoo  
Street Address: 6314 S. Westenedge  
Portage

All that certain lot, piece or parcel of land  
which is bound and described as follows:

Commencing at the East Quarter Post of Section 9, Town 3 South,  
Range 11 West; thence North along the East line of said Section,  
728.92 feet for the place of beginning; thence  $N89^{\circ}49'25''W$  208  
feet; thence North parallel to the East line of said Section, 150  
feet; thence  $S89^{\circ}49'25''E$  208 feet to the East line of said  
Section; thence South along the East line of said Section to the  
Place of Beginning, excepting therefrom the East 50 feet thereof  
for highway purposes.

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Office of the  
Clerk of Cook County  
100 North Dearborn Street  
Chicago, Illinois 60610  
Tel: (312) 321-3000

Case No. 12-1234567-9  
Date Filed: 12/31/2012

Property of Cook County Clerk's Office

12/31/2012

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State: Michigan  
County: Kent  
Street Address: 4021 N.E. Plainfield Road  
Plainfield

All that certain lot, piece or parcel of land which is bound and described as follows:

BEGINNING at the intersection of the Southerly right-of-way line of Plainfield Avenue (a 100 foot right-of-way) and the Easterly right-of-way line of Grape Avenue (a 66 foot right-of-way); thence North 58 degrees 31 minutes East along the Southerly right-of-way line of Plainfield Avenue 132.0 feet to a point; thence South 31 degrees 32 minutes East 100 feet to a point; thence South 58 degrees 31 minutes West 22.0 feet to a point; thence South 31 degrees 32 minutes East 50.0 feet to a point; thence South 58 degrees 31 minutes West 110 feet to a point on the Easterly right-of-way line of Grape Avenue; thence North 31 degrees 32 minutes West along said Easterly right-of-way line of Grape Avenue 150 feet to the point of beginning. This property also known as Lots 292, 293, 294 and 295, Orlando Park Subdivision, according to the Plat thereof, recorded in Liber 33 of Plats, on Page 41 of Public Records of Kent County, Michigan.

D.

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Signature  
of  
Notary Public for Cook County  
Illinois

Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

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State: Michigan  
County: Kent  
Street Address: 2829 28th Street, S.E.  
Grand Rapids

All that certain lot, piece or parcel of land which is bound and described as follows:

Part of the West one-half of the Southeast one-quarter of Section 10, Town 6 North, Range 11 West, City of Grand Rapids, Kent County, Michigan described as: Beginning on the South Line of said Section South 89 degrees 21 minutes 08 seconds East 302.98 feet from the South one-quarter corner; thence North 3 degrees 11 minutes 26 seconds West 46.14 feet to the TRUE PLACE OF BEGINNING of this description which is located on the North line of 28th Street (M-11 being 100.00 feet in width); thence North 3 degrees 11 minutes 26 seconds West 200.00 feet; thence South 89 degrees 27 minutes 03 seconds East 122.00 feet; thence South 3 degrees 11 minutes 26 seconds East 200.00 feet; thence North 89 degrees 27 minutes 03 seconds West 122.00 feet to the Place of Beginning. TOGETHER with an easement 20.00 feet in width for storm sewer purposes, the centerline of said 20.00 feet wide easement being described as: Commencing at the South one-quarter corner of said Section 10; thence South 89 degrees 21 minutes 08 seconds East 302.98 feet along the South section line; thence North 3 degrees 11 minutes 26 seconds West 246.14 feet; thence South 89 degrees 27 minutes 03 seconds East 111.98 feet to the TRUE PLACE OF BEGINNING of this easement; thence North 3 degrees 11 minutes 26 seconds West 103.98 feet; thence Easterly 151.98 feet, more or less, to the Place of Ending of this easement which is located on the West line of Lot No. 69, Knollcrest Estates No. 3 (a record plat) at a point 10.02 feet Northerly of the Southwest corner thereof. ALSO subject to a 15.00 foot wide easement for public utilities and ingress/egress purposes over the Westerly 15.00 feet thereof (recorded in Liber 2222, Page 609 through 615) and also subject to a 35.00 foot wide easement over the Southerly 35.00 feet thereof recorded in Liber 2109, pages 909 through 914 and also subject to a 10.00 foot wide private utility easement over the East 10.00 feet of the West 15.00 feet thereof.

E.

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COOK COUNTY CLERK  
100 N. LAUREL ST.  
CHICAGO, ILL. 60601  
TEL: (312) 603-1000  
WWW.COOKCOUNTYCLERK.COM

Property of Cook County Clerk's Office

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State: Michigan  
County: Kent  
Street Address: 560 28th Street, S.E.  
Wyoming

All that certain lot, piece or parcel of land  
which is bound and described as follows:

Part of the Northeast 1/4 of Section 18, Town 6 North, Range 11  
West, City of Wyoming, Kent County, Michigan described as beginning  
at a point on the South right-of-way line of State Highway M 11 distant  
South 87 degrees 38 minutes 00 seconds East 989.20 feet along the North  
line of Section 18 and South 00 degrees 03 minutes 18 seconds East 50.  
04 feet from the North 1/4 corner of Section 18 and proceeding thence  
South 87 degrees 38 minutes 00 seconds East 165.00 feet; thence South  
00 degrees 03 minutes 18 seconds West 1246.26 feet; thence North 87  
degrees 39 minutes 24 seconds West 165.00 feet along the Mae-Thy-Gardens  
(as recorded in Liber 32 of Plats on Page 11); thence North 00 degrees 03  
minutes 18 seconds East 1246.32 feet along the East line of Molesta Plat  
(as recorded in Liber 35 of Plats on Page 9) to the point of beginning  
containing 4.717 acres.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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State: Michigan  
County: Kent  
Street Address: 2013 28th Street, S.W.  
Wyoming

All that certain lot, piece or parcel of land which is bound and described as follows:

Part of the Southeast one-quarter and part of the Southwest one-quarter of Section 10, Township 6 North, Range 12 West, City of Wyoming, County of Kent, State of Michigan, described as follows:

BEGINNING at the South one-quarter corner of said Section 10; thence North  $87^{\circ} 56' 33''$  West 90.00 feet along the South section line; thence North  $1^{\circ} 17' 07''$  West 19.00 feet; thence South  $87^{\circ} 56' 33''$  East 90.00 feet along the South line of DeHull Plat; thence North  $1^{\circ} 17' 07''$  West 92.90 feet along the extended Westerly line of Westdorp Plat; thence South  $00^{\circ} 37' 07''$  East 150.00 feet along the South line of Westdorp Plat; thence South  $1^{\circ} 17' 07''$  East 290.00 feet along the West line of Avon Avenue (a public right of way, being 50.00 feet in width); thence North  $88^{\circ} 17' 07''$  West 150.00 feet along the South section line to the place of beginning. Subject to an easement for highway purposes (28th Street) recorded in Liber 767, page 452 and Liber 5880, page 361. Containing 1.404 acres.

TOGETHER WITH a 10.00 foot wide easement for STORM SEWER purposes, the South line of said 10.00 foot wide easement being described as: Commencing at the South one-quarter corner of said Section 10; thence North  $87^{\circ} 56' 33''$  West 90.00 feet along the South section line; thence North  $1^{\circ} 17' 07''$  West 51.61 feet parallel with the North-South one-quarter line to the true place of beginning of this easement which is located on the North right of way line of 28th Street (it being 100.00 feet in width); thence Westerly 107.00 feet more or less along the North right of way line of 28th Street to the place of ending of this easement which is located on the East line of Sharon Avenue (a public right of way being 25.00 feet in width).

ALSO TOGETHER WITH and SUBJECT TO a NO BARRIER CROSS ACCESS EASEMENT being 30.00 feet in width, the centerline of said 30.00 foot wide easement being described as: Commencing at the South one-quarter corner of said Section 10; thence North  $87^{\circ} 56' 33''$  West 90.00 feet along the South section line; thence North  $1^{\circ} 17' 07''$  West 76.65 feet to the true place of beginning of this easement; thence North  $1^{\circ} 17' 07''$  West 95.41 feet to the place of ending of this easement.

G.

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Property of Cook County Clerk's Office

ES001107

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State: Michigan  
County: Muskegon  
Street Address: 2800 Henry Street  
Norton Shores

All that certain lot, piece or parcel of land  
which is bound and described as follows:

LOTS 3 AND 4, SUPERVISOR'S PLAT OF DAWSON PARK, EXCEPT THE NORTH 15.0 FEET OF lot 3  
AS RECORDED IN LIBER 9 OF PLATS, PAGE 44, MUSKEGON COUNTY RECORDS, AND EXCEPT THE  
WEST 6 FEET OF SAID LOTS CONVEYED TO THE BOARD OF MUSKEGON COUNTY ROAD COMMISSIONERS  
THE WARRANTY DEED RECORDED IN LIBER 865, MUSKEGON COUNTY RECORDS, PAGE 698.

Property of Cook County Clerk's Office

K.

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COOK COUNTY CLERK  
JANUARY 2011  
200 W. WASHINGTON ST.  
CHICAGO, IL 60601

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

PROPERTY

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87607491

State: Michigan  
County: Van Buran  
Street Address: 835 S. Kalamazoo  
Paw Paw

All that certain lot, piece or parcel of land which is bound and described as follows:

Part of the Northwest Quarter of Section 13, Town 3 South, Range 14 West, described as Commencing at the West Quarter Post of said Section 13; thence South 88 degrees 55 minutes 33 seconds East along the East and West Quarter line of said Section, 1758.52 feet to the former centerline of Kalamazoo Street; thence North 01 degree 04 minutes 33 seconds West along said centerline, 591.37 feet; thence North 88 degrees 56 minutes 40 seconds East, 9.50 feet to the relocated centerline of Kalamazoo Street and to the point of beginning of the land herein described; thence continuing North 88 degrees 56 minutes 40 seconds East, 263.50 feet; thence South 01 degree 04 minutes 33 seconds East parallel with the relocated centerline of Kalamazoo Street, 209.78 feet; thence North 88 degrees 55 minutes 33 seconds West parallel with the East and West Quarter line of said Section, 262.89 feet to the relocated centerline of Kalamazoo Street; thence Northwesterly along said centerline, being along a 1580.19-foot radius curve to the right a distance of 50.30 feet, said curve having a long chord bearing and distance of North 01 degree 59 minutes 00 seconds West, 50.29 feet to the point of tangent of said curve; thence North 01 degree 04 minutes 33 seconds West along said relocated centerline of Kalamazoo Street, 149.72 feet to the point of beginning, according to a Survey by Southwest Survey & Engineering Co., Inc., dated November 12, 1986.

L.

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# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, ILL. 60601  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Property of Cook County Clerk's Office

100-10000

# UNOFFICIAL COPY

17607491

State: Illinois  
County: Cook  
Street Address: 2815 North Broadway  
Chicago

14-28-121-003

All that certain lot, piece or parcel of land  
which is bound and described as follows:

The North 125 feet of the South 250 feet of that part lying East of Lake Shore Plank Road (now Evanston Avenue) and North of the North Line of Drury Boulevard of Lots 6, 7, and 8 (taken as a tract) in Rickerdike and Steele's Subdivision of the West 1/2 of the Northwest 1/4 (except the 20 acres North of and adjoining the South 30 acres) of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

T.

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Property of Cook County Clerk's Office

03/01/2010



# UNOFFICIAL COPY

State: Illinois  
County: Cook  
Street Address: 1636-50 West 95th Street  
Chicago

25-06-426-005  
-006

All that certain lot, piece or parcel of land which is bound and described as follows:

Lots 1 and 2 in the Subdivision of Eugene S. Pike of that part of the Southeast Quarter of Section 6, Township 37 North, Range 14, East of the 3rd Principal Meridian, Lying East of the Center Line of Spruce Street; South of the Center Line of 93rd Street; West of the West line of the Right of Way of the Pittsburgh, Cincinnati and St. Louis Railroad and North of the South line of said Quarter Section and marked "Longwood" Division on the map thereof recorded January 12, 1889 as document 1052338 in Book 32 of Plats, p. 37 (except that part of Lot 1 taken for the widening of West 95th Street).

Cook County Clerk's Office

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SCHEDULE B

LEGAL DESCRIPTIONS OF CHATTEL PREMISES

Property of Cook County Clerk's Office

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11/15/2012

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Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

87607491

State: Michigan  
County: Calhoun  
Street Address: 821 Capital, S. W.  
Battle Creek

## PARCEL 1:

The North Half of Lot 14 of Rural Park, Battle Creek Township, Calhoun County, Michigan; which shall include improvements thereon fully completed and ready for operation, consisting of Standard Taco Bell Restaurant building with on-site and off-site improvements as generally indicated in Taco Bell Sale-Leaseback Program Brochure dated 2/22/72 excluding trade fixtures and equipment to be furnished by Lessee and to be owned by Lessee.

## PARCEL 2:

Beginning at a point which is 1.00 foot North of the Southwest corner of Lot No. 14 of RURAL PARK, according to the Plat thereof recorded in Liber 3 of Plats, on page 9, in the Office of the Register of Deeds for Calhoun County, Michigan, thence North 72.59 feet; thence South 89 degrees 05 minutes 58 seconds east, 297.00 feet; thence South 73.59 feet, thence North 89 degrees 05 minutes 58 seconds West, 91.00 feet; thence South 143.00 feet; thence North 89 degrees 05 minutes 58 seconds west, 26.00 feet; thence North 144.00 feet, thence North 89 degrees 05 minutes 58 seconds West, 180.00 feet to the place of beginning.

87607491

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Property of Cook County Clerk's Office

11/17/2011

# UNOFFICIAL COPY

State: Michigan  
County: Kalamazoo  
Street Address: 3992 S. Westenedge  
Kalamazoo

All that certain lot, piece or parcel of land  
which is bound and described as follows:

Commencing at the East quarter corner of Section 33, T 2 S, R 11 W; thence South 312.0 feet along the East line of said Section 33; thence Westerly 33.0 feet parallel with the South line of Den Way Avenue projected Easterly to the West line of Westnedge Avenue and the Place of Beginning; thence continuing Westerly 194.0 feet parallel with said Easterly projected Den Way Avenue to the East line of Lot 21 of "Den Way Acres", according to the plat thereof recorded in Liber 20 of Plats, Page 8, Kalamazoo County Records; thence Southerly 89.68 feet along said East line to the Southeast corner of said Lot 21; thence Easterly 194.0 feet along the Easterly projection of the South line of said Lot 21, the same being the North line of the "Flat of Pleasant Home Park", according to the plat thereof recorded in Liber 8 of Plats, Page 23, Kalamazoo County Records, to the West line of Westnedge Avenue; thence North 96.36 feet along said West line of Westnedge Avenue to the Place of Beginning; except the West 11.0 feet.

B.\*

87607491

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COOK COUNTY CLERK  
JANUARY 1, 2011  
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

11/11/10



# UNOFFICIAL COPY

87607491

State: Michigan  
County: Kent  
Street Address: 1136 28th Street, S.E.  
Grand Rapids

Property of Cook County Clerk's Office

H.\*

87607491

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REGISTRATION  
COUNTY CLERK  
CLERK OF COURTS  
CLERK OF RECORDS  
CLERK OF DEEDS  
CLERK OF PROBATE

Property of Cook County Clerk's Office

PROPERTY

# UNOFFICIAL COPY

87607491

State: Michigan  
County: Kent  
Street Address: 6240 28th Street, S.E.  
Grand Rapids

Property of Cook County Clerk's Office

I.\*

87607491

# UNOFFICIAL COPY

2010/01/01  
10:00 AM  
Cook County Clerk's Office  
1000 North Dearborn Street  
Chicago, IL 60610

Property of Cook County Clerk's Office

1000000000

# UNOFFICIAL COPY

87607491

State: Michigan  
County: Kent  
Street Address: 3075 28th Street, S.W.  
Grandville

Property of Cook County Clerk's Office

J.\*

87607491

# UNOFFICIAL COPY

INVESTIGATION  
REPORT  
DATE: 10/10/2010  
BY: [illegible]

Property of Cook County Clerk's Office

10/10/2010

# UNOFFICIAL COPY

87607491

State: Illinois  
County: Cook  
Street Address: 1330 Torrence Avenue  
Calumet City

29-24-200-051

All that certain lot, piece or parcel of land which is bound and described as follows:

**PARCEL 1:**

LOT 1, EXCEPT THE SOUTH 2 FEET OF THE EAST 16 FEET THEREOF, AND THE SOUTH 128.51 FEET OF LOT 2 IN VENTURE URBAN SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 (EXCEPTING THEREFROM THAT PART TAKEN FOR ADDITIONAL RIGHT OF WAY FOR 159TH STREET IN CASE NO. 80L10516 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS) AND ALSO LOT 4 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2 IN PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1981 AS DOCUMENT 25944971, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR ACCESS, INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENT RECORDED DECEMBER 30, 1983 AS DOCUMENT 26913329 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1974 AND KNOWN AS TRUST NUMBER 48200 TO LUTHER'S BAR-B-QUE, INC., OVER

AND ACROSS LOT 10 IN VENTURE URBAN SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 (EXCEPTING THEREFROM THAT PART TAKEN FOR ADDITIONAL RIGHT-OF-WAY FOR 159TH STREET IN CAUSE NO. 80L10516 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS) AND ALSO LOT 4 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, IN PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID VENTURE URBAN SUBDIVISION RECORDED AS DOCUMENT NO. 25944971

M.\*

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE



# UNOFFICIAL COPY

37607491

24-03-306-005; 008

State: Illinois  
County: Cook  
Street Address: 9267 South Cicero Avenue  
Oak Lawn

All that certain lot, piece or parcel of land which is bound and described as follows:

Lot 4 (except the West 17 feet of said Lot taken for widening of South Cicero Avenue, together with that part of Lot 5 in Block 5 in Frederick Bartlett's Pleasant Hill Gardens, being a subdivision of that part of the West 1/2 of the South West 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, lying North of the right of way of the Chicago and Strawn Railway Company, now the Wabash Railway Company, in Cook County, Illinois. Also that part of Lot 5 in Block 5 in the Fred H. Bartlett's Pleasant Hill Gardens, a subdivision of the West 1/2 of the South West 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, lying North of the South West Highway as dedicated by plat recorded May 22, 1930 as Document No. 10666339 except as follows: Beginning at the North West corner of said Lot 5, thence East along the North line of Lot 5, a distance of 17 feet, to a point of curvature of a curve concave to the North East and having a radius of 70 feet with the central angle of 83 degrees 08 minutes 30 seconds, thence Southeasterly along last mentioned curve, the tangent of which is parallel and distant 17 feet measured at right angles from the West line of Lot 5, distant 101.56 feet to a point distant 69.50 feet South measured at right angles from said North line of said Lot, thence Northeasterly in a straight line, a distance of 188.65 feet to a point in the East line of said Lot 5, distant 37 feet South of the North East corner thereof, thence South along the East line of said Lot 5, a distance of 22.01 feet, to an intersection with the Northerly line of West 93rd Street (South West Highway) as dedicated according to the plat recorded May 22, 1930 as Document No. 10666339 in the Office of the Recorder of Deeds of Cook County, Illinois, thence Southwesterly along last mentioned Northerly line of West 93rd Street (South West Highway) being a curved line concave to the North West and having a radius of 1360 feet, a distance of 267.24 feet to a point in the West line of said Lot 5, thence North along the West line of said Lot 5, a distance of 92.91 feet to a point of beginning, in Cook County, Illinois.

N.\*

87607491

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Property of Cook County Clerk's Office

2025/01/01

# UNOFFICIAL COPY

87607491

State: Illinois  
County: Cook  
Street Address: 4221 North Harlem Avenue  
Norridge

13-18-318-010

011

009

All that certain lot, piece or parcel of land which is bound and described as follows:

The West 137.36 feet of the South 137.36 feet of Lot 17 in Fuller's Subdivision, a Subdivision of the South 478.10 feet of the North 1430.40 feet of the West 1548.80 feet of the Southwest 1/4 North of the Indian Boundary Line, in Section 18, Township 40 North, Range 13, East of the Third Principal Meridian; and

The East 137.36 feet of the West 187.36 feet of the South 105.00 feet of the North 1535.40 feet of the Southwest Fractional 1/4 North of the Indian Boundary Line of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian; and

The West 137.36 feet of Lot 17 (except the South 137.36 feet thereof), and the West 137.36 feet of the South 20.83 feet of Lot 16, all in Fuller's Subdivision, a Subdivision of the South 478.10 feet of the North 1430.40 feet of the West 1548.80 feet of the Southwest 1/4 North of the Indian Boundary Line, in Section 18, Township 40 North, Range 13, East of the Third Principal Meridian.

Property of Cook County Clerk's Office

O.\*

87607491

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Property of Cook County Clerk's Office

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87607491

State: Illinois  
County: Cook  
Street Address: 17855 Halsted Street  
Homewood

29-33-100-022

All that certain lot, piece or parcel of land  
which is bound and described as follows:

The North 265 feet of the South 308 feet of the  
East 75 feet of the West 145 feet of the Northwest  
Quarter of Section 33, Township 36 North, Range 14  
East of the Third Principal Meridian, in Cook  
County, Illinois.

Property of Cook County Clerk's Office

P.\*

87607491

# UNOFFICIAL COPY

Chicago, Illinois  
June 22, 1952  
Honorable Charles W. Anderson, Clerk  
Cook County Jail  
Chicago, Illinois

Dear Mr. Anderson: I have the honor to acknowledge the receipt of your letter of June 18, 1952, regarding the above-captioned matter.

I am sorry that I cannot advise you more fully at this time.

I will be glad to advise you as soon as I am able to do so.

I am, Sir, very respectfully,  
Yours truly,  
Charles W. Anderson, Clerk

cc: Mr. Anderson, Chicago, Illinois

Very truly yours,  
Charles W. Anderson, Clerk

Property of Cook County Clerk's Office

54403377

# UNOFFICIAL COPY

25-07-1086-049 4 9 1

State: Illinois  
County: Cook  
Street Address: 9645 South Western Avenue  
Chicago

All that certain lot, piece or parcel of land  
which is bound and described as follows:

Lots 27 to 38 inclusive (except that part of said Lots taken  
for widening Western Avenue) in Block 5 in Highland Addition to  
Longwood, being a Resubdivision of Calumet Highlands, a Subdivision  
of the Northwest 1/4 of the North West 1/4 of Section 7, Township  
37 North, Range 14, East of the Third Principal Meridian, in Cook  
County, Illinois.

Property of Cook County Clerk's Office

Q.\*

87607491

# UNOFFICIAL COPY

STATE OF ILLINOIS  
CLERK OF THE SUPREME COURT  
JANUARY 1, 1900

IN SENATE, JANUARY 1, 1900

Property of Cook County Clerk's Office

100-100000



# UNOFFICIAL COPY

2 7 6 0 7 4 9 . 1 .

State: Illinois  
County: Cook  
Street Address: 123 North Harlem Avenue  
Forest Park

15-12-413-020

All that certain lot, piece or parcel of land  
which is bound and described as follows:

Lots 1, 2 & 3 in Block 12 in Railroad Addition to Harlem in  
the Southeast 1/4 of Section 12, Township 39 North, Range 12,  
East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

R.\*

87607A91

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Property of Cook County Clerk's Office

RECORDED

# UNOFFICIAL COPY

3 7 6 0 7 4 9 1 . . .

State: Illinois  
County: Cook  
Street Address: 851 West North Avenue  
Melrose Park

12-35-302-028

All that certain lot, piece or parcel of land  
which is bound and described as follows:

That part of Lots 13 and 14, taken as a tract, in Stura Estate, a  
subdivision of the East 1/2 of the South East 1/4 of the South  
East 1/4 of fractional Section 34, South of the Indian Boundary line  
and part of the South West 1/4 of the South West 1/4 of Section 35,  
Township 40 North, Range 12, East of the Third Principal Meridian,  
described as follows:

The West 110.0 feet of the North 360.0 feet of the South 530.20 feet of  
the South West 1/4 of said Section 35, Township 40 North, Range 12  
East of the Third Principal Meridian, in Cook County, Illinois.

Office of Cook County Clerk's Office

S.\*

87607491

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Property of Cook County Clerk's Office

1047054

# UNOFFICIAL COPY

3 7 6 3 7 4 9 1 . .

## SCHEDULE C

### SCHEDULE OF INDIVIDUAL PARCELS

	<u>Street Address</u>	<u>County and State</u>
A.	821 Capital, S.W. Battle Creek	Calhoun County Michigan**
B.	3992 S. Westenedge Kalamazoo	Kalamazoo County Michigan*
C.	6314 S. Westenedge Portage	Kalamazoo County Michigan
D.	4021 N.E. Plainfield Road Plainfield	Kent County Michigan
E.	2829 28th Street, S.E. Grand Rapids	Kent County Michigan
F.	560 28th Street, S.E. Wyoming	Kent County Michigan
G.	2013 28th Street, S.W. Wyoming	Kent County Michigan
H.	1136 28th Street, S.E. Grand Rapids	Kent County Michigan*
I.	6240 28th Street, S.E. Grand Rapids	Kent County Michigan*
J.	3075 28th Street, S.W. Grandville	Kent County Michigan*
K.	2800 Henry Street Norton Shores	Muskegon County Michigan
L.	835 S. Kalamazoo Paw Paw	Van Buran County Michigan

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\* Chattel Premises only

\*\* A portion of this parcel is a Chattel Premises and a portion is owned in fee title.

87607491

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2011

Property of Cook County Clerk's Office

RECORDED

# UNOFFICIAL COPY

3 7 6 0 7 4 9 1

	<u>Street Address</u>	<u>County and State</u>	
M.	1330 Torrence Avenue Calumet City	Cook County Illinois*	
N.	9267 South Cicero Avenue Oak Lawn	Cook County Illinois*	24-03-506-005 008
O.	4221 North Harlem Avenue Norridge	Cook County Illinois*	
P.	17855 Halsted Street Homewood	Cook County Illinois*	
Q.	9649 South Western Avenue Chicago	Cook County Illinois*	25-07-108-049
R.	123 North Harlem Avenue Forest Park	Cook County Illinois*	
S.	851 West North Avenue Melrose Park	Cook County Illinois*	
T.	2815 North Broadway Chicago	Cook County Illinois	14-28-121-003
U.	1636-50 West 95th Street Chicago	Cook County Illinois	

\* Chattel Premises only

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Property of Cook County Clerk's Office

Title PLTS 65330 IL  
+  
65358 IL

MAIL TO: R&R.

PREFERRED LAND TITLE SERVICES, INC.

575 Lexington Avenue  
New York, New York 10022

(212) 308-1200

*Att. R&R*

BOX 333 - TH