

TOGETHER WITH all of Mortgagor's right, title and interest in the following which, with the Premises, are (except where the context otherwise requires) herein collectively called the "Mortgaged Property":

Mortgagor, as assignor, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

Mortgagor set forth herein (hereinafter sometimes collectively called the "Obligations"), does by these presents GRANT, REMISE, ALIEN, CONVEY AND MORTGAGE, unto Mortgagee, its successors and assigns, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

Mortgagor, as assignor, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

Mortgagor set forth herein (hereinafter sometimes collectively called the "Obligations"), does by these presents GRANT, REMISE, ALIEN, CONVEY AND MORTGAGE, unto Mortgagee, its successors and assigns, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

NOW, THEREFORE, Mortgagor, in consideration of the debt evidenced by the Note and to secure the full and prompt payment when due, whether at stated maturity, upon acceleration or otherwise, of all amounts due under the Note, and the performance and discharge of each and every obligation, covenant and agreement of Mortgagee set forth therein; and the full and prompt payment to Mortgagee of all sums, with interest thereon, becoming due or payable by Mortgagor under the provisions hereof, and the due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Mortgagee set forth herein (hereinafter sometimes collectively called the "Obligations"), does by these presents GRANT, REMISE, ALIEN, CONVEY AND MORTGAGE, unto Mortgagee, its successors and assigns, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

THAT, WHEREAS, pursuant to the terms of a certain stock and asset sale agreement dated as of September 30, 1986, as amended, by and between, among others, RJB and Mortgagee, RJB has executed and delivered to Mortgagee a certain purchase money promissory note, of even date herewith, in the original principal amount of \$1,000,000.00 (the "Note"), which Note provides, among other things, for final payment of the outstanding principal balance and accrued and unpaid interest being due on or before January 1, 1992.

Mortgagor, as assignor, all that certain property and all of other improvements now thereon or hereafter constructed thereon (herein called the "Premises"), situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, subject to the lien of that certain mortgage described on Exhibit B attached hereto and made a part hereof (the "Prior Mortgage").

SUBORDINATE PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS SUBORDINATE PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (herein called the "Mortgage"), dated as of December 27, 1986, between RJB-II LIMITED PARTNERSHIP, an Illinois limited partnership, whose address is 1500 West Shure Drive, Arlington Heights, Illinois 60004, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO under three Trust Agreements, each dated December 5, 1986 and known as, respectively, Trust Nos. 100785-09, 100786-08, and 100787-07, whose address is 33 North LaSalle Street, Chicago, Illinois 60690 (RJB-II Limited Partnership and American National Bank and Trust Company of Chicago as said Trustee are herein collectively referred to as "Mortgagor" and RJB-II LIMITED PARTNERSHIP is sometimes individually referred to here-in as "RJB"), and FIRST AMERICAN REALTY CO., a Delaware corporation (herein referred to as "Mortgagee"), whose address is 123 West Madison Street, Chicago, Illinois 60602.

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(a) All improvements, tenements, easements, fixtures and appurtenances and all estate, rights, and privileges of Mortgagor in and to the Premises and all right, title and interest, if any, of Mortgagor in and to the streets and roads now or hereafter abutting the Premises to the center lines thereof, and strips and gores within or adjoining the Premises, the air space and the right to use said air space above the Premises, all rights of ingress and egress by motor vehicles to parking facilities on or within the Premises, and all other rights appertaining to the use and enjoyment of the Mortgaged Property;

(b) Any and all water and water rights, ditch, and ditch rights, reservoir and reservoir rights, stock or interests in water, irrigation or ditch companies, royalties, ores, minerals, oil and gas rights, lease or leasehold interests owned by Mortgagor, now or hereafter used or useful in connection with, appurtenant to or related to the Premises;

(c) All right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, now or hereafter used in connection with the Premises;

(d) Subject to the rights of Mortgagee under Section 1.08 hereof and to the rights of Mortgagor hereunder, all fixtures, equipment, construction materials, accounts, accounts receivable, contracts, contract rights, general intangibles, chattel paper, instruments and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon or used in connection with the Premises;

(e) Subject to the rights of Mortgagee under Article IV hereof and to the rights of Mortgagor hereunder, all of the Leases and Rents (as described in Article IV);

(f) Subject to the rights of Mortgagee and Mortgagor under Section 1.04 and Section 1.05 hereof, any and all awards, payments or other amounts including interest thereon, which may be made with respect to the Mortgaged Property as a result of injury to or decrease in the value of the Mortgaged Property as a result of a casualty or as a result of the exercise of the right of eminent domain; and

(g) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and subject to Sections 1.04 and 1.05 hereof, all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular of the rights, privileges, tenements, hereditaments and appurtenances thereto in anyway incident or belonging unto the Mortgagee and to its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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## ARTICLE I.

### PROVISIONS RELATING TO THE MORTGAGED PROPERTY

Section A. Title to the Mortgaged Property. Mortgagor warrants that: (i) it has title to the Mortgaged Property subject only to the exceptions listed on Exhibit C attached hereto and made a part hereof; and (ii) it has full power and lawful authority to encumber the Mortgaged Property in the manner and form herein set forth.

Section B. Payment of Obligations. RJB shall promptly pay when due the Obligations under the Note as provided in the Note.

Section C. Taxes, Governmental Claims and Other Liens. Mortgagor agrees to pay or cause to be paid, prior to the date they would become delinquent if not paid, any and all taxes, assessments and governmental charges whatsoever levied upon or assessed or charged against the Mortgaged Property, including all water and sewer taxes, assessments and other charges, fines, impositions and rents, if any (collectively, the "Impositions"). Where permitted by the taxing authority, the same may be paid in installments if each installment is paid prior to the date it would become delinquent if not paid. If requested by Mortgagee, Mortgagor shall give to Mortgagee a receipt or receipts, or copies thereof, evidencing every such payment by Mortgagor, not later than the earlier of (i) sixty (60) days after such payment is made, or (ii) the date such payment would become delinquent if not paid. Mortgagor also agrees to pay, satisfy and obtain the release of all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property or any part thereof (collectively, the "Liens") and all costs, charges, interest and penalties on account thereof, including the claims or stop notices of all persons supplying labor or materials to the Mortgaged Property, and to give Mortgagee, upon demand, evidence of the payment, satisfaction or release thereof. Notwithstanding the foregoing provisions of this Section 1.03, nothing herein contained shall require Mortgagor to pay any claims, liens, or encumbrances which Mortgagor in good faith disputes and which Mortgagor, at its own expense, is currently and diligently contesting; provided that, such contest shall not have a materially adverse effect on Mortgagee's security hereunder and provided further that Mortgagor shall have set aside on its books reserves (segregated to the extent required by generally accepted accounting principles) deemed by Mortgagor adequate with respect thereto.

Section D. Insurance. Mortgagor agrees to keep the Mortgaged Property insured against loss or damage by fire with extended coverage, and against any other risks or hazards which are of a character usually insured by persons engaged in the same or similar business of Mortgagor in amounts covering such risks as is usually carried by such persons with a company or companies and in such form and with such endorsements as may be approved or reasonably required by Mortgagee. Loss under all such insurance shall be payable to Mortgagee in accordance with the application and distribution of proceeds principles set forth in this Section 1.04, and all such insurance policies shall be endorsed with a standard, non-contributory mortgagee's clause in favor of Mortgagee. Mortgagor shall also carry public liability insurance covering personal injury and property

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damage which may be incurred by Mortgagor, in such form, amount and with such companies as are reasonably satisfactory to Mortgagee, naming Mortgagee as an additional insured party. If requested by Mortgagee, the policy or policies or copy or copies thereof evidencing all insurance referred to in this Section 1.04 and receipts for the payment of premiums thereon or certificates of such insurance shall be delivered to and held by Mortgagee. All such insurance policies shall contain a provision requiring at least 30 days' notice to Mortgagee prior to any cancellation or modification. At least 10 days before expiration of such policies, Mortgagor shall renew such policies, pay the premiums therefor and upon Mortgagee's request, give Mortgagee evidence of such renewal and payment. Mortgagor agrees to pay all premiums on such insurance as they become due, and will not permit any condition to exist on or with respect to the Mortgaged Property which would wholly or partially invalidate any insurance thereon. Mortgagor hereby absolutely assigns and transfers to Mortgagee all of Mortgagor's right, title and interest in and to all such policies and any unearned premiums paid thereon and Mortgagee shall have the right, but not the obligation, to assign the same to any purchaser of the Mortgaged Property at any foreclosure sale; provided, however, that as long as no Event of Default exists hereunder, Mortgagor shall have the right under a license granted hereby, and Mortgagee hereby grants to Mortgagor a license, to exercise all rights under said policies and in and to said premiums subject to the provisions of this Mortgage. Said license shall be revoked at the option of Mortgagee upon the occurrence of an Event of Default hereunder.

In the event of loss, Mortgagor will give immediate notice thereof to the insurance carrier and Mortgagee, and Mortgagee may make proof of such loss, if the same is not promptly made by Mortgagor. All such insurance proceeds may be applied to the payment of the sums secured by this Mortgage, whether or not then due and payable, unless Mortgagor is required or elects to restore, repair, replace or rebuild (hereinafter in this Section 1.04 referred to as "restoration") the Mortgaged Property, in which case such proceeds shall be paid over to the Mortgagor to be used for the cost of restoration of the Mortgaged Property. If the proceeds are to be paid over to Mortgagor for the cost of such restoration, (a) the Mortgaged Property shall be promptly restored and (b) disbursement of such proceeds shall be in accordance with disbursement procedures reasonably acceptable to Mortgagee. Any portion of such proceeds not used in such restoration shall be delivered to Mortgagor no later than upon the expiration of the lien period for such work. In the event any insurance proceeds are applied to the payment of sums secured by this Mortgage, Mortgagee may apply such sums in such order as Mortgagee may determine, and any proceeds remaining after application to the indebtedness secured by this Mortgage shall be paid by Mortgagee to Mortgagor.

Section E. Condemnation and Other Awards. If the Mortgaged Property or any part thereof is taken or diminished in value, or if a consent settlement is entered, by or under threat of a condemnation or eminent domain proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, in trust, subject to the lien and security interest of this Mortgage. Any such award or settlement shall be

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first applied to reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees and costs, incurred in connection with the collection of such award or settlement. The balance of such award or settlement shall be applied to the payment of the sums secured by this Mortgage, whether or not then due, unless Mortgagor is required or elects to restore the Mortgaged Property, in which case such award or settlement shall be paid over to Mortgagor to be used for the costs of rebuilding, reconstruction or repair (hereinafter in this Section 1.05 referred to as "reconstruction") of the Mortgaged Property. If the award or settlement is to be paid over to Mortgagor for the costs of reconstruction of the Mortgaged Property (a) the Mortgaged Property shall be promptly restored and (b) disbursement of such award or settlement shall be in accordance with disbursement procedures reasonably acceptable to Mortgagee. Any surplus which may remain out of any award or settlement not required to reconstruct the Mortgaged Property shall be delivered to Mortgagor no later than upon the expiration of the lien period for the work of reconstruction. If the award or settlement is applied to the payment of the sums secured by this Mortgage, any such application shall be in such order as Mortgagee may determine and any proceeds remaining after application to the indebtedness secured by this Mortgage shall be paid by Mortgagee to Mortgagor.

Section F. Condition of Mortgaged Property. Mortgagor agrees to properly care for and keep the Mortgaged Property in good condition and repair. Without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, Mortgagor agrees not to cause or permit any building or improvement which constitutes a material part of the Premises to be removed or demolished, in whole or in part, or any fixture or article of personal property which constitutes a portion of the Mortgaged Property to be removed, damaged or destroyed if such fixture or article is essential for the operation of the Premises or would have a material adverse effect on the value of Mortgagee's security for the Note secured hereby if so removed unless such fixture or article of personal property is replaced with property of at least equal value, excepting obsolete, inadequate, unserviceable or unnecessary property. Notwithstanding the foregoing, Mortgagor may alter all or any portion of the Mortgaged Property, which alteration may involve removal or demolition, so long as such alteration does not have a material adverse effect on the value of Mortgagee's security for the Note secured hereby. Mortgagor agrees not to abandon the Premises or leave the Premises unprotected, unguarded, vacant or deserted, and not to cause or permit any waste to the buildings, improvements or fixtures constituting a portion of the Mortgaged Property. Mortgagor agrees to complete, restore and reconstruct in good and workmanlike manner any improvement which constitutes a part of the Premises which may be damaged or destroyed in accordance with and subject to the provisions of the Section 1.04 hereof; to comply in all material respects with all laws, ordinances, regulations and governmental orders affecting the Mortgaged Property or requiring any alterations or improvements thereto; not to commit, suffer or permit any act with respect to the Mortgaged Property in violation of law, or of any covenants, conditions or restrictions affecting the Mortgaged Property; and to do any other act or acts, all in a timely and proper manner, which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the value of the Mortgaged Property.

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Section G. Status of Title. Mortgagor agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto; to appear and defend this Mortgage in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien or security interest of this Mortgage thereon, or any of the rights of Mortgagee hereunder, and to pay all reasonable costs and expenses incurred by Mortgagee in or in connection with any such action or proceeding, including reasonable attorneys' fees and costs, whether any such action or proceeding progresses to judgment and whether brought by or against Mortgagee. Mortgagee shall be reimbursed for any such reasonable costs and expenses upon demand. Mortgagee may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as either may be advised and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as it may deem reasonably necessary, and Mortgagee shall be reimbursed therefor upon demand.

Section H. Personal Property Security Interest. Mortgagor is the record owner of the Premises upon which the fixtures described herein are located. The addresses of Mortgagor and Mortgagee are set forth in the first paragraph of this Mortgage. This Mortgage, upon recording and registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code (the "Code") of the State in which the Premises are located, with respect to any and all fixtures encumbered hereby and with respect to any goods or other personal property that may now be or hereafter become such a fixture. Parts of the personal property are, or are to become, fixtures on the property. This Mortgage shall cover all property now or hereafter affixed or attached to or incorporated upon the Premises and now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has an interest, which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property. In addition, this Mortgage shall cover, and Mortgagor, to the extent of any present or hereafter created rights of Mortgagor in such property, hereby grants to Mortgagee a security interest in: (i) all building materials, fixtures, equipment and other personal property to be incorporated into any improvements constructed on the Premises; (ii) all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings and other personal property which are now or may hereafter be appropriated for use on, located on, or used in connection with, the Premises; (iii) all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks, arising from or related to the Premises and any business conducted on the Premises by Mortgagor, including without limitation any personal property described in subparagraph (d) on page 2 hereof; and (iv) all replacements and substitutions for, or additions to, all products and proceeds of, and all books, records and files relating to, any of the foregoing. To the extent any property covered by this Mortgage consists of rights in action or personal property covered by the Code, this Mortgage constitutes a Security Agreement and is intended to create a security interest in such property in favor of Mortgagee. The security interest granted

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in this paragraph shall secure the payment and performance of the Note and the Obligations in accordance with the terms thereof and the payment and performance of all other sums and obligations owed by Mortgagor to the Mortgagee and all other covenants and agreements by Mortgagor in favor of Mortgagee the payment and performance of which are secured by the Mortgaged Property. This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Mortgagee may reasonably request in order to impose the lien hereof more specifically upon any of such property. If the lien of this Mortgage on any property shall be subject to a prior security agreement covering such property, then in the event of any Event of Default hereunder, all the right, title and interest of Mortgagor in and to any and all deposits made in connection with the transaction whereby such prior security agreement was made is hereby assigned to Mortgagee, together with the benefit of any payments now or hereafter made in connection with such transaction.

## ARTICLE II.

### GENERAL PROVISIONS

Section A. Non-Waiver. No waiver of any Event of Default or breach by Mortgagor hereunder or under the Note shall be implied from any omission by Mortgagee to take action on account of such Event of Default or breach, and no express waiver shall affect any Event of Default or breach other than the default or breach specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. A waiver of any covenant, term or condition contained herein or in the Note shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon the condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay said entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid, and Mortgagee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Mortgage conferred upon it upon the occurrence of an Event of Default, and the right to proceed with a sale under any notice of default and election to sell, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice. Consent by Mortgagee to any transaction or action which is subject to consent or approval of Mortgagee hereunder or under the Note shall not be deemed a waiver of the right to require such consent or approval to future or successive transactions or actions.

Section B. Statute of Limitations. The pleading of any statute of limitations as a defense to any obligation secured by this Mortgage is hereby waived to the full extent permitted by law.

Section C. Definitions. The term "Mortgagee" means the original Mortgagee hereunder, or any future holder, including

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pledgees of the Note and the term "Mortgagor" means the original Mortgagor hereunder and/or any subsequent owner or owners of the Mortgaged Property. This Mortgage in all its parts applies to and binds the heirs, administrators, executors, successors and assigns of all and each of the parties hereto.

Section D. Extensions and Modifications. From time to time, without affecting the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any other lienholder, and without liability on a Mortgagee's part, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to the granting of any easement or dedication, join in any extension or subordination agreement, and agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Mortgagor shall pay Mortgagee all fees, charges, costs, expenses, and a reasonable service charge, together with such title insurance premiums and attorneys' fees and as may be incurred at Mortgagee's option, for any such action if taken at Mortgagor's request.

Section E. Correction. Mortgagor will, upon request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgement hereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Mortgagee to carry out more effectively the purposes of this Mortgage, to subject to the lien and security interest hereby created any of Mortgagor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

Section F. No Third Parties Benefitted. This Mortgage is made and entered into for the sole protection and benefit of Mortgagee and Mortgagor, their successors and assigns, and no other person or persons shall have any right to action hereon or rights under the Note at any time.

Section G. Heirs, Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of the heirs, successors, permitted assigns and personal representatives of the parties hereto.

Section H. Section Headings. Section headings are provided herein for convenience only and shall not serve as a basis for interpretation or construction of this Mortgage, nor as evidence of the intention of the parties hereto.

Section I. Notice. Any notice which any party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by certified or equivalent

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mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder five (5) business days after the mailing thereof:

(a) If to Mortgagee:

Harry F. Chaddick Associates, Inc.  
123 West Madison Street  
Chicago, Illinois 60602

Attn: Harry F. Chaddick  
John Murray, Esq.

with a copy to:

Strauss, Snider, Siegel & White  
75 East Wacker Drive  
Suite 1300  
Chicago, Illinois 60601

Attn: Helmut Strauss

and

(b) If to Mortgagee:

RJB-II Limited Partnership  
1500 West Shure Drive  
Arlington Heights, IL 60004

Attn: Ronald J. Benach

with a copy to:

American National Bank and Trust  
Company of Chicago, Trust  
Nos. 100785-09, 100786-08 and  
100787-07  
33 North LaSalle Street  
Chicago, Illinois 60690

Attn: Senior Trust Officer

with a copy to:

Sonnenschein Carlin Nath  
& Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606

Attn: Gerald J. Sherman, Esq.

Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

Section J. Severability. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage.

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ARTICLE III.

DEFAULTS AND REMEDIES

Section A. Defaults. Any of the following events shall be deemed an Event of Default hereunder:

1. default shall be made with respect to covenants, agreements and obligations of Mortgagor hereunder involving the payment of money and shall continue for fifteen (15) days after receipt of notice from Mortgagee; or

2. default shall be made with respect to nonmonetary covenants, agreements and obligations of Mortgagor hereunder and shall continue uncured for thirty (30) days (or such additional time as is reasonably required in the event said cure cannot be accomplished within said period, provided Mortgagor has commenced to cure such default within said period and continuously pursues the completion of said cure) after notice thereof from Mortgagee; or

3. any default shall have occurred under the Note, and the default shall not have been cured within the applicable grace period provided therefor, if any; or

4. any unpermitted transfer of title described in Article V hereof shall occur; or

5. any default shall have occurred under the Prior Mortgage.

Section B. Remedies Upon Event of Default. At any time after the occurrence and during the continuance of an Event of Default hereunder, Mortgagee, at its option, and without further notice or demand, may declare all amounts secured hereby immediately due and payable and irrespective of whether Mortgagee exercises such option, and regardless of (i) Mortgagee's delay in exercising such option, (ii) Mortgagee's failure to exercise such option on the occasion of any prior Event of Default or abandonment, or (iii) the adequacy of Mortgagee's security, it may, at its option and in its sole discretion, without any additional notice or demand or upon Mortgagor, do one or more of the following:

1. Mortgagee may in person or by agent enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; make repairs and alterations, and do any acts which Mortgagee deems proper to protect the security hereof or to operate and maintain the Mortgaged Property; either with or without taking possession, in its own name, terminate the license granted to Mortgagor in Article IV to receive the Rents and sue for or otherwise collect and receive said Rents, including those past due and unpaid, and apply the same as provided in this Section 3.02(a). Without limiting the generality of the foregoing, Mortgagee may, upon and during the continuance of an Event of Default, make any lease, and if Mortgagor would be permitted under the terms of the applicable lease, modify, enforce, cancel or accept surrender of any Lease, remove and evict any Lessee, increase or decrease Rents under any Lease, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, and perform and discharge each and every obligation, covenant and agreement of Mortgagor contained in any Lease. Upon request of Mortgagee, Mortgagor

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shall assemble and make available to Mortgagee at the Premises any of the Mortgaged Property which is not located thereat or has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any rents and the application thereof as aforesaid, shall not cure or waive any Event of Default theretofore or thereafter occurring, or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Mortgagee or its agents shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those Rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagee, absent gross negligence or willful misconduct by Mortgagee. Nothing contained in this Section 3.02 shall require Mortgagee to incur any expense or do any act. Any funds expended by Mortgagee for the purposes of taking control and managing the Mortgaged Property shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such amounts, together with interest and reasonable attorneys' fees and costs shall be immediately due and payable. Notwithstanding Mortgagee's continuance in possession or receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Mortgagee at such time as Mortgagee is so entitled, without regard to the adequacy of any security for the obligations hereby secured. All Rents collected by or on behalf of Mortgagee shall be applied as follows: (i) first, to payment of all reasonable fees of the receiver approved by the court; (ii) second, to payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property; (iii) third, to payment of all premiums then due for the insurance required by the provisions of this Mortgage; (iv) fourth, to payment of expenses incurred for normal maintenance of the Mortgaged Property in such order of priority as Mortgagee shall deem proper, including the payment of reasonable management, brokerage and attorneys' fees and the disbursement and maintenance without interest of a reserve for replacement; (v) fifth (1) if received prior to any foreclosure sale of the Mortgaged Property then to Mortgagee for payment of the indebtedness secured by this Mortgage then due and payable, but no such payment made after acceleration of the indebtedness secured hereby shall affect such acceleration, and (2) if received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property, then:

(aa) If the purchaser at the foreclosure sale is not Mortgagee, first to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured hereby, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property; and

(bb) If the purchaser at the foreclosure sale is Mortgagee, to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured hereby and the balance to be retained by Mortgagee as a credit to the redemption price, but if

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the Mortgaged Property is not redeemed, then to Mortgagee, whether or not such deficiency exists.

The rights and powers of Mortgagee under this Mortgage and the application of Rents as provided above shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale;

2. Mortgagee, without regard to the adequacy of any security for the obligations hereby secured and whether or not waste has occurred, without notice to Mortgagor, shall be entitled to the appointment of a receiver by any court having jurisdiction to take possession of and protect the Mortgaged Property, operate the same, collect the rents therefrom and perform any and all other acts which Section 3.02(a) hereof states that Mortgagee may perform;

3. Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants hereof; and

4. Mortgagee may elect to cause the Mortgaged Property or any part thereof to be sold as follows:

(a) Mortgagee may proceed as if all of the Mortgaged Property were real property, in accordance with subparagraph (iv) below, or Mortgagee may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the Premises without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Mortgaged Property being treated as real property;

(b) Mortgagee may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided or Mortgagee may delay any such sale or other disposition for such period of time as Mortgagee deems to be in its best interest. Should Mortgagee desire that more than one such sale or other disposition be conducted, Mortgagee may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Mortgagee may deem to be in its best interest;

(c) Should Mortgagee elect to cause any of the Mortgaged Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by the Code or in accordance with any other remedy provided by law. Both Mortgagor and Mortgagee shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Mortgagee may so elect, subject to the provisions of the Code. Mortgagee shall give Mortgagor at least thirty (30) days' prior written notice of the time and place of any public sale or other disposition of such property or of the day on or after which any private sale or any other intended disposition is to be made;

(d) Should Mortgagee elect to sell the Mortgaged Property which is real property or which Mortgagee has elected to treat as real property, upon such election Mortgagee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Mortgagee, at the time and place specified by the notice of sale, shall sell such Mortgaged Property, or any portion thereof specified by Mortgagee, at public auction to the highest bidder for cash in lawful money of the United States, subject, however, to the provisions of Section 3.05 hereof. Mortgagee may postpone the sale by public announcement thereof at the time and place noticed therefor. If the Mortgaged Property consists of several lots or parcels, Mortgagee may elect to sell the Mortgaged Property either as a whole or in separate lots or parcels. If Mortgagee elects to sell in separate lots or parcels, Mortgagee may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Mortgagor, or Mortgagee, may purchase at the sale. Upon any sale Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession;

(e) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchase, payments of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts, and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein; and

(f) Mortgagee shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition together with Mortgagee's fees and reasonable attorneys' fees, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search and/or other evidence of title procured in connection therewith and the transfer tax on any deed or conveyance; (3) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount provided herein; (4) all other sums secured hereby; and (5) the remainder if any to the person or persons legally entitled thereto.

Section C. Substitute Performance by Mortgagee and Protection of Mortgagee's Security. Mortgagee, after the occurrence and during the continuance of an Event of Default, may, but shall not be obligated to, without regard to the adequacy of its security and without prejudice to its right to declare a default hereunder, make such appearances, disburse such sums or take such actions as Mortgagee deems necessary to

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protect its interest, including but not limited to disbursement of attorneys' fees and expenses and entry upon the Mortgaged Property to make repairs and to maintain the Mortgaged Property without notice or demand to or upon Mortgagor. The payment by Mortgagee of any delinquent tax, assessment or governmental charge, or any lien or encumbrance which Mortgagee in good faith believes might be prior hereto, or any insurance premium for insurance which Mortgagor is obligated to provide hereunder but which Mortgagee in good faith believes has not been supplied, shall be conclusive between the parties as to the legality and amount so paid. Mortgagee shall be subrogated to all rights, equities and liens discharged by any such expenditure. Any amounts so paid pursuant to this Section 3.03, or the cost of such performance, together with all costs and expenses incurred by Mortgagee in connection with such payment or performance, and any amounts for which Mortgagor is specifically obligated to reimburse Mortgagee pursuant to any other provisions hereof, including without limitation, attorneys' fees, and interest on all such amounts at the lesser of the Default Rate provided in the Note or the maximum rate then permitted by law (if any such maximum is applicable) from the date paid by Mortgagee until repaid to it, shall be payable by Mortgagor to Mortgagee immediately upon notice to Mortgagor of the amount owing, without further demand, shall be secured by this Mortgage, and shall be added to the judgment in any suit, if any, brought by Mortgagee against Mortgagor.

Section D. Foreclosure Procedure. Mortgagor hereby expressly waives any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

Section E. Foreclosure Purchase. Upon any sale of the Mortgaged Property, whether made under a power of sale herein granted or pursuant to judicial proceedings, if the holder of the Note is the purchaser at such sale, it shall be entitled to use and apply all or any portion of the amounts then secured hereby which are owed to it for or in settlement or payment of all or any portion of the purchase price of the property purchased, and, in such case, this Mortgage and the Note and the documents evidencing expenditures secured hereby shall be presented to the person conducting the sale in order that the amount of said indebtedness so used or applied may be credited thereon as having been paid.

Section F. Cumulative Remedies. Subject to Article VI hereof, and except to the extent that Mortgagee has specifically and expressly waived such remedies in this Mortgage or otherwise, no remedy herein conferred upon or reserved to Trustee or Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each 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. Every power or remedy given by this instrument to Mortgagee, or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. If there exists additional security for the performance of the obligations secured hereby, the holder of the Note at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.



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## ARTICLE IV.

### ASSIGNMENT OF RENTS AND PERFORMANCE OF LEASES

1. As additional consideration for the indebtedness evidenced by the Note and subject and the terms and provisions of the Prior Mortgage, Mortgagor hereby absolutely assigns and transfers to Mortgagee the following:

(a) All right, title and interest in and to all written leases now in existence or hereafter arising and all written agreements for the use and occupancy of all or any portion of the Premises which leases and agreements by their terms will be in existence for not less than one year together with all the right, power and authority of Mortgagor to alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements without the prior written consent of Mortgagee and together with any and all extensions and renewals thereof and any and all further leases including subleases upon all or any part of the Premises which by their terms shall be in existence for not less than one year (all of such leases, agreements, subleases and tenancies being hereinafter collectively called the "Leases"). It is the intention hereby to establish an absolute transfer and assignment of all such Leases and Rents (as hereinafter defined) to Mortgagee;

(b) Any and all guarantees of the obligations of the lessees (collectively, the "Lessee") under any of such Leases;

(c) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or shall hereafter (whether upon any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Premises of any part thereof, including but not limited to: minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises together with any and all rights and claims of any kind which Mortgagor may have against any Lessee under any Lease or any subtenants or occupants of the Premises (all such money, rights and claims being hereinafter collectively called the "Rents"); LESS AND EXCEPTING THEREFROM, HOWEVER, any sums which by the express provisions of any Lease are payable directly to any governmental authority or to any other person, firm or corporation other than the Lessor under any Lease.

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2. Provided that there exists no Event of Default, the Mortgagor shall have the right under a license granted hereby and Mortgagee hereby grants to Mortgagor a license (but limited by the remedies of the Mortgagee set forth herein) to collect all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Premises or any part thereof. Thereafter, so long as no Event of Default has occurred and is continuing, Mortgagor may use the Rents in any manner not inconsistent with the Note. The license granted hereby shall be revoked at the option of Mortgagee upon the occurrence of an Event of Default.

3. Mortgagor shall observe, perform and discharge duly all and singular the obligations, terms, covenants, conditions and warranties of the Leases, and Mortgagor shall give prompt notice to Mortgagee upon receipt of notice of any claim made by the Lessee of any such failure by Mortgagor.

4. During the continuance of an Event of Default, at Mortgagee's request, Mortgagor shall promptly upon request by Mortgagee notify and direct in writing each and every present or future Lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Mortgagor have been retained by Mortgagor or assigned and delivered to Mortgagee, as the case may be. Mortgagor hereby authorizes Mortgagee to give notice in writing at any time after the occurrence and during the continuance of an Event of Default of this assignment to any Lessee.

5. Mortgagor shall, in accordance with its normal business practice and if Mortgagor deems it in its best interest to do so, enforce or secure in the name of Mortgagee the performance of each and every material obligation, term, covenant, condition and agreement in the Leases to be performed by any Lessee or any guarantor and Mortgagor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor and any Lessee thereunder, and upon request by Mortgagee during the continuance of an Event of Default, Mortgagor will do so in the name and on behalf of Mortgagee but at the expense of the Mortgagor, and Mortgagor shall pay all costs and expenses of Mortgagee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Mortgagee may appear.

6. Mortgagor shall neither receive nor collect any Rents from any present or future Lessee for a period of more than one installment in advance (whether in cash or by evidence of indebtedness), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except as provided for in any Mortgage, mortgage or security agreement which is subordinate to this Mortgage; nor (except in connection with the cancellation, termination or surrender of a Lease) waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein, except in accordance with its normal business practice.

7. Subject to the license described and limited above, Mortgagor hereby constitutes and appoints Mortgagee its

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true and lawful attorney, coupled with an interest, of Mortgagor and in the name, place and stead of Mortgagor, after the occurrences and during the continuance of an Event of Default to demand, sue for, attach, levy, recover and receive all Rents and any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege or cancellation originally provided in such Lease and give proper receipts, releases and acquittances therefor and after deducting reasonable expenses of collection, to apply the net proceeds as a credit upon any portion of the Obligations selected by Mortgagee notwithstanding the fact that such portion of the Obligations may not then be due and payable or that such portion of the Obligations is otherwise adequately secured, and Mortgagor does hereby authorize and direct any such Lessee to deliver such payment to Mortgagee in accordance with this Mortgage, and Mortgagor hereby ratifies and confirms all that its said attorney or Mortgagee, shall do or cause to be done by virtue of the powers granted hereby except in the case of Mortgagee's gross negligence or willful misconduct. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, so long as any part of the Obligations secured hereby remains unpaid and undischarged. A Lessee need not inquire into the authority of Mortgagee to collect any rents, and its obligations to Mortgagor shall be absolutely discharged to the extent of any payment to Mortgagee. Subject to the license described and limited above, Mortgagor hereby constitutes and appoints Mortgagee its true and lawful attorney, coupled with an interest, of the Mortgagor, and in the name and stead of said Mortgagor, to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of this Mortgage or any other mortgage, deed of trust or security agreement on or to any ground lease of the Premises, or to request or require such subordination, where such reservation, option or authority was reserved to Mortgagor under any such lease, or in any case where Mortgagor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns so long as any part of the Obligations secured hereby remains unpaid and undischarged.

8. Mortgagor represents and warrants to Mortgagee as follows: Mortgagor is the owner in fee simple absolute of the Premises, and, subject to the rights of the holder of the prior Mortgage, has good title to the Leases and Rents and all requisite right, power and authority to assign the Leases and Rents.

9. The acceptance by Mortgagee of the assignment provided in this Article IV, together with all of the rights, powers, privileges and authority created in this Article IV or elsewhere in this Mortgage, shall not, prior to entry upon and taking possession of the Premises by the Mortgagee, be deemed or construed to constitute any of the Mortgagee as a "mortgagee in possession" nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Premises or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits delivered to Mortgagor by any Lessee and not assigned and delivered to Mortgagee, nor shall

Mortgagee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

ARTICLE V.

SUBORDINATION OF MORTGAGE

This Mortgage is subordinate to and junior to the Prior Mortgage and the rights of Mortgagee hereunder are subject to the prior rights of the party designated "Mortgagee" under the Prior Mortgage.

ARTICLE VI.

PROHIBITION AGAINST CERTAIN TRANSFERS

Mortgagor acknowledges that in advancing the sums secured by this Mortgage, Mortgagee has relied upon the prior experience of the Mortgagor or those controlling Mortgagor in owning and operating properties similar to the Mortgaged Property. Therefore, in consideration of the foregoing and in order to protect Mortgagee under the Note and this Mortgage, Mortgagor agrees that, if (i) Mortgagor, except as otherwise provided in Article VII hereof, sells, conveys, transfers, disposes of the Mortgaged Property or any portion thereof, either voluntarily, involuntarily or otherwise, or enters into an agreement to do any of the foregoing, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, or (ii) RJB-II Corporation ceases to be the general partner of Mortgagor without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, then Mortgagor shall notify Mortgagee in writing of the occurrence of such event, and Mortgagee, whether or not it receives such notice, upon the occurrence of any one or more of such events, may, at its option, declare the then outstanding principal balance evidenced by the Note immediately due and payable. Nothing contained herein shall be construed to prohibit Mortgagor from encumbering the Mortgaged Property with any lien junior to the lien of this Mortgage and Mortgagor shall have the absolute right to do so.

ARTICLE VII.

PERMITTED TRANSFERS OF MORTGAGED PROPERTY

Notwithstanding anything herein to the contrary, Mortgagor may sell, convey, transfer, or otherwise dispose of all or a portion of the Mortgaged Property and may refinance ("refinance") all or any part of the sums secured by the Prior Mortgage at any time and from time to time on any terms satisfactory to Mortgagor, and Mortgagee shall have no right to accelerate the maturity of the Note and shall have no right to declare an Event of Default hereunder or under the Note provided that Mortgagor pays to Mortgagee, upon such sale, conveyance, transfer or disposal of such Mortgaged Property or upon such refinance, the net proceeds, if any, resulting from such disposition or refinance after deducting all of Mortgagor's costs of every kind and nature incurred in connection with such

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disposition or refinance, as the case may be, and the payment of the applicable release price or prices of the Mortgaged Property under the Prior Mortgage. Any net proceeds shall, in each case, be applied to reduce the then outstanding principal balance of the Note secured by this Mortgage; provided, however, that any net proceeds remaining after application to the indebtedness secured by this Mortgage shall be retained by Mortgagor. Mortgagee, concurrently with the receipt of said net proceeds, or in the event no net proceeds are realized and therefore no net proceeds are payable to Mortgagee, on or before the date of such transfer, shall cause the Mortgaged Property being so transferred to be released from the lien and coverage of this Mortgage (and no term or provision of the aforementioned document shall be deemed to refer to such Mortgaged Property).

ARTICLE VIII.

RELEASE

If Mortgagor shall pay all outstanding principal and interest on the Note, and all indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of any filing fee in connection with such release.

ARTICLE IX.

EXCULPATION OF LIABILITY

This Mortgage is payable only out of the Mortgaged Property specifically described herein by the enforcement of the provisions contained herein. No personal liability shall be asserted or enforceable against the Mortgagor or any partner of Mortgagor or any person interested beneficially or otherwise in such property specifically described in this Mortgage, because or in respect of this Mortgage or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Mortgage accepts the same upon the express condition that in case of default under this Mortgage, the sole remedies of the holder hereof shall be foreclosure for sale under this Mortgage in accordance with the terms and provisions hereof.

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ARTICLE X.

GOVERNING LAW

This Mortgage (and the debts and obligations secured hereby and all other obligations of the parties hereunder) shall be governed by and construed in accordance with internal laws (as opposed to the laws relating to conflicts of laws) of the State of Illinois; provided, however, that methods of foreclosure which directly affect interests in the Mortgaged Property (including, without limitation, the right of power of sale but not including the right to obtain a deficiency judgment or decree) shall be governed by the laws of the State in which the Premises are located.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

ARTICLE XI.

EXONERATION

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms of covenants, promises or agreements), are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants, and conditions contained herein.

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IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Second Vice President, and its corporate seal to be hereunto affixed and attested by its ASSISTANT SECRETARY.

RJB-II Limited Partnership, an Illinois limited partnership

By: RJB-II Corporation, an Illinois corporation, its general partner

ATTEST: [Signature]  
By: [Signature]  
Its: Asst. Secretary

By: [Signature]  
Its: Vice President

American National Bank and Trust Company of Chicago, not individually, but as Trustee aforesaid

ATTEST: [Signature]  
By: [Signature]  
Its: ASSISTANT SECRETARY

By: [Signature]  
Its: Second Vice President

This instrument was prepared by and after recording should be returned to:

Gerald J. Sherman  
Sonnenschein Carlin Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606  
(312) 876-8000

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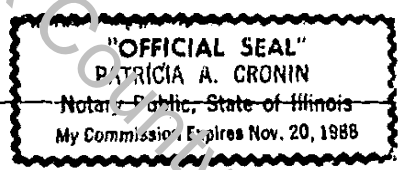
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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Wayne Morlette and Howard Melrose of RJB-II Corporation, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst Secretary appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act as the Vice President and Asst Secy of RJB-II Corporation, and as the free and voluntary act of RJB-II Corporation, as the general partner of RJB-II LIMITED PARTNERSHIP, the limited partnership that executed the within instrument as its free and voluntary act, and acknowledged to me that such corporation executed the same as such partner and that such partner executed the same as such limited partnership.

GIVEN under my hand and Notarial Seal this 26th day of December, 1986.

Patricia A. Cronin
NOTARY PUBLIC



My commission expires \_\_\_\_\_

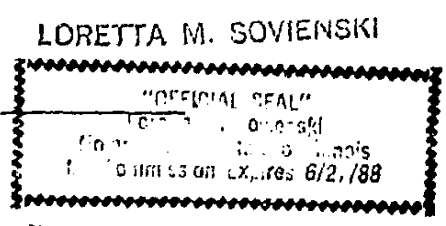
STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that E. JOHANSEN and J. Michael Whelan of American National Bank and Trust Company of Chicago, as Trustee under Trust Nos. 100785-09, 100786-08, 100787-07, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Assistant Secretary appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the Second Vice President and Assistant Secretary of American National Bank and Trust Company of Chicago as Trustee aforesaid.

DEC 26 1986

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of December, 1986.

Loretta M. Sowienski
NOTARY PUBLIC



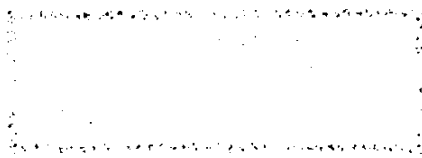
My commission expires \_\_\_\_\_

MY COMMISSION EXPIRES JUNE 27, 1988

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EXHIBIT A - LEGAL DESCRIPTIONS

Motor Freight Terminal (Cicero)  
Highway Freight Center  
Central Motor Freight

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EXHIBIT A - LEGAL DESCRIPTION

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Motor Freight Terminal (Cicero)

PARCEL 1:

The South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian. (Excepting that part thereof lying East of a line described as follows:

Beginning at a point in the North line of said South Quarter of the North 4/12ths of the South 60 acres said point being 363.94 feet West of the East line of said Section 28; thence South to a point in the South line of said South Quarter of THE North 4/12ths of the South 60 acres said point being 364.09 feet West of the East line of said Section 28);

and (excepting that part thereof falling in a tract of land described as follows:

The West 265 feet (except the West 33 feet thereof) of the South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, and also the West 265 feet of the South 1/3 of the North 3/12ths of the South 60 acres of the East half of the South East Quarter (except from said land the North 120 feet thereof and the West 33 feet thereof) in Cook County, Illinois.

PARCEL 2:

The South 1/3 of the North 3/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, (except from said premises the North 120 feet and also except from the said premises that part described as follows:

Beginning at a point in the North line of said South 1/3 of the North 3/12ths of the South 60 acres said point being 50 feet West of the East line of said Section 28; thence South along a line 50 feet West of and parallel to said East line to a point which is 17.85 feet North of the South line of said South 1/3 of the North 3/12ths of the South 60 acres measured along said East line) thence West along a line 17.85 feet North of and parallel to said South line of said South 1/3 of the North 3/12ths of the South 60 acres 313.92 feet; thence South 17.85 feet to the aforesaid South line of the said South 1/3 of the North 3/12ths of the South 60 acres; thence East along said South line 363.94 feet to the aforesaid East line of said Section 28; thence North 164.34 feet along said East line to the North line of the aforesaid South 1/3 of the North 3/12ths of the South 60 acres; thence West 50 feet to the point of beginning.

and also except from said premises that part falling in a tract of land described as follows:

The West 265 feet (except the West 33 feet thereof) of the South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, and also the West 265 feet of the South 1/3 of the North 3/12ths of the South 60 acres of the East half of the South East Quarter (except from said land the North 120 feet thereof and the West 33 feet thereof) in Cook County, Illinois.

PARCEL 3:

Lots 12, 21, 22 and 31 in Cicero Avenue and 77ty Street Subdivision being a subdivision of the South 1/5 of the North 5/12ths of the South 60 acres of the East 1/2 of the South East 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 19-28-401-030 Volume: 406  
Affects part of Parcel 1

19-28-401-032  
Affects part of Parcel 1, all of Parcel 2 and other property

19-28-413-010  
Affects Lot 22 of Parcel 3

19-28-413-001  
Affects Lot 31 of Parcel 3

19-28-414-010  
Affects Lot 12 of Parcel 3

19-28-414-001  
(Affects Lot 21 of Parcel 3

H.A.O. [Signature]

8700171

Street Address: 7700 S. Cicero  
Chicago, Illinois

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The North 100.00 feet (except the East 33.00 feet thereof) of the South 300.00 feet of the South East Quarter of the North East Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian.

PARCEL 5:

The North 300.00 feet (except the East 833.00 feet thereof) of the South 600.00 feet of the South East Quarter of the North East Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian.

PARCEL 4:

Beginning on the South line of Chicago and Illinois Western Railroad Right of Way at a point 33.00 feet East from the West line of said South West 1/4 of the North East 1/4; thence South, parallel to said West line of the Southwest 1/4 of the Northeast 1/4 of Section 34, for a distance of 640.75 feet, to a line which extends West from a point on a line 1430.00 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 from said South line of said railroad right of way; thence West along said line which extends West from a point on a line 1430.00 feet West of and parallel to the East line of Section 34, for a distance of 177.00 feet, to a line 144.00 feet West of and parallel to said West line of said Southwest 1/4 of the Northeast 1/4; thence North, on said line 144.00 feet West of and parallel to said West line of the Southwest 1/4 of the Northeast 1/4 of Railroad right of way, for a distance of 640.92 feet, to said South line of Railroad right of way; thence East, on said South line of Railroad right of way, 177.00 feet to the point of beginning, in Cook County, Illinois.

described as follows:

That part of a tract of land consisting of Lot 4 in County Clerk's Division of the East 1/2 of the West 1/2 of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian and the Southwest 1/4 of the Northeast 1/4 of said Section 34,

PARCEL 3:

Beginning at the intersection of a line 428.68 feet South of and parallel to the East and West center line of said Section 34 and a line 33.00 feet East of and parallel to the North and South center line of said Section 34; thence West, along said line 428.68 feet South of and parallel to said East and West center line, 449.95 feet, more or less, to the center line of existing road; thence, South, along said center line of the existing road, 433.29 feet, to a line 861.97 feet South of and parallel to said East and West center line of Section 34; thence East, along said line 861.97 feet South of and parallel to said East and West center line, 449.75 feet, more or less, to said line 33.00 feet East of and parallel to said North and South center line; thence North, along said line 33.00 feet East of and parallel to said North and South center line, 433.29 feet, to the point of beginning, in Cook County, Illinois.

A tract of land consisting of parts of Lot 1 in County Clerk's Division of the West 1/2 of the South East 1/4 of Section 34, together with parts of Lots 5 and 7 in County Clerk's Division of the East 1/2 of the West 1/2 of said Section 34, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

PARCEL 2:

That part of the South West Quarter of the North East Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the point on the South line of Chicago and Illinois Western Railroad right of way, said point being 383.00 feet East of the West line of said South West Quarter of the North East Quarter, thence East on said South line of Chicago and Illinois Western Railroad right of way 835.15 feet to a line 1430.00 feet West of and parallel to the East line of said Section 34, thence South along said line 1430.00 feet West of and parallel to the East line of said Section 34, which intersects said West line of said South West Quarter of the North East Quarter at a point 640.78 feet South of said South line of Chicago and Illinois Western Railroad right of way for a distance of 835.74 feet; thence North parallel to said West line of said South West Quarter of the North East Quarter 640.53 feet to the point of beginning in Cook County, Illinois.

PARCEL 1:

(Highway Freight Center)

EXHIBIT A - LEGAL DESCRIPTION

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Property of Cook County Clerk's Office



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**PARCEL 6:**

The North 100.00 feet of the South 300.00 feet of that part of the South West Quarter of the North East Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, which lies East of a line 1430 feet West from and parallel with the East line of said North East Quarter;

**PARCEL 7:**

Easement for the benefit of Parcels 1, 2, 3, 4 and 5 as created by grant from Peoples Gas Light and Coke Company, a corporation of Illinois, dated January 26, 1967 and recorded January 30, 1967 as Document 20,053,109 for a roadway and installation and maintenance of gas pipelines, electrical conduit systems, sewers, water pipes, conduits, wires, lines, poles and other related facilities, through, along, under and across the following described parcel of land:

The North 188.03 feet of the South 488.03 feet of that part of the South West Quarter of the North East Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, which lies East of a line 1430.00 feet West from and parallel with the East line of said North East Quarter;

ALSO

**PARCEL 8:**

Easement for the benefit of Parcels 1, 2, 3, 4 and 5 as created by grant from Peoples Gas, Light and Coke Company, a corporation of Illinois, dated January 26, 1967 and as Document 20,053,109 for a roadway and installation and maintenance of gas pipelines, electrical conduit systems, sewers, water pipes, conduits, wires, lines, poles and other related facilities, through, along, under and across the following described parcel of land:

A strip of land 100 feet wide extending across the East half of the Southeast Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, and across a part of Lot 1 in County Clerk's Division of the West half of the Southeast Quarter of said Section 34, said strip of land being bounded and described as follows:

Beginning on the West line of the East 33 feet of said Southeast Quarter of Section 34, at a point thereon which is 247.54 feet South from the North line of said Southeast Quarter and running:

Thence Southwestwardly along a straight line a distance of 1505.27 feet to a point which is 808.09 feet South from said North line of the Southeast Quarter of Section 34, and on a line which is 1430.00 feet West from and parallel with the East line of said Southeast Quarter;

Thence South along the last described parallel line a distance of 107.75 feet to its intersection with a line which is 100 feet, measured perpendicularly, Southeasterly from and parallel with the aforesaid straight line;

Thence Northeastwardly along the last described parallel line a distance of 1505.27 feet to its intersection with said West line of the East 33 feet of Section 34; and

thence North along said West line of the East 33 feet, a distance of 107.75 feet to the point of beginning;

**PARCEL 9:**

Easement for the benefit of Parcels 1, 2 and 3 as created by grant from First American Realty Co., a corporation of Delaware, dated January 26, 1967 and recorded January 30, 1967 as Document 20,053,110 for a roadway, ingress and egress and passage of traffic, and maintaining, servicing, replacing, installing, extending and constructing sewer pipes, water pipes, conduits, cables, wires, lines, poles, fire hydrants and any collateral or similar utility equipment over, upon, along and across the following described parcel of land:

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A parcel of land consisting of a part of the South half of the Northeast Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, and consisting also of a part of Lot 1 in County Clerk's Division of the West half of the Southeast Quarter of said Section 34, together with a part of each of Lots 4, 5 and 7 in County Clerk's Division of the East half of the West half of said Section 34, said parcel of land being bounded and described as follows:

Beginning on a line which is 1430 feet West from and parallel with the East line of the Southeast Quarter of said Section 34, at a point thereon which is 891.97 feet South from the North line of said Southeast Quarter, and running

Thence West along a line parallel with the East and West center line of said Section 34 a distance of 1666.39 feet;

Thence North along a line parallel with the East line of said Section 34 a distance of 1257.57 feet;

Thence Northeastwardly along the arc of a circle, convex to the Northwest and having a radius of 102.43 feet, a distance of 160.89 feet to a point 468.03 feet North from said East and West center line of Section 34, which point is 2993.96 feet West from the East line of said Section 34;

Thence East along a line parallel with said East and West center line of Section 34 a distance of 1503.97 feet to its intersection with said line which is 1430 feet West from and parallel with the East line of said Section 34:

Thence South along the last described parallel line a distance of 60.00 feet;

Thence West along a line 403.03 feet North from and parallel with said East and West center line of Section 34 a distance of 1506.39 feet;

Thence Southwestwardly along the arc of a circle, convex to the Northwest and having a radius of 100 feet a distance of 157.08 feet to a point which is 308.03 feet North from said East and West center line of Section 34 and which is 3036.39 feet West from the East line of said Section 34;

Thence South along a line parallel with the East line of said Section 34 a distance of 1040.00 feet;

Thence Southeastwardly along the arc of a circle, convex to the Southwest and having a radius of 100 feet a distance of 157.08 feet to a point which is 2936.39 feet West from the East line of said Section 34 and which is 831.97 feet South from said East and West center line of Section 34;

Thence East along a line parallel with said East and West center line of Section 34 a distance of 1506.39 feet to its intersection with said line which is 1430 feet West from and parallel with the East line of the Southeast Quarter of Section 34; and

Thence South along the last described parallel line a distance of 60.00 feet to the point of beginning, (except that part falling in Parcels 1, 2 and 3) in Cook County, Illinois.

- Permanent Tax Numbers: 16-34-209-013 *w/1/2 NE 1/4 Dm.* Volume: 580  
(Affects Parcel 1)
- 16-34-302-019 *EX - SW 1/4 Dm.*  
(Affects Parcel 2 (except the East 33 feet thereof), Parcel 3 except the North 618.63 feet and East 33 feet and other property)
- 16-34-400-010 *w/1/2 SE 1/4 Dm.*  
(Affects the East 33 feet of Parcel 2 and other property)
- 16-34-103-011 *E 1/2 N W 1/4 Dm.*  
(Affects the North 618.63 feet except the East 33 feet of Parcel 3)
- 16-34-209-011 *w/1/2 NE 1/4 Dm.*  
(Affects the East 33 feet of Parcel 3)
- 16-34-210-009 *- E 1/2 NE 1/4 Dm.*
- 16-34-209-009 *- w/1/2 NE 1/4*  
(Affect Parcels 4 and 5)

Property Address: 4200 West 35th Place  
Chicago, Illinois

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## EXHIBIT A - LEGAL DESCRIPTION

(Central Motor Freight)

### PARCEL 1:

That part of the West half of the West half of the North half of the North East Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Southerly line of the right of way as conveyed to the Chicago and Grand Trunk Railroad Company by deed recorded as Document 293080 (the right of way conveyed by said Deed now known as that of the Illinois Northern Railway); except that part thereof dedicated for Central Park Avenue by instrument recorded June 4, 1875 as Document 32096; and except the East 300 feet of the South 50 feet thereof conveyed to the Chicago and Illinois Western Railroad by Deed recorded as Document 3815763;

### PARCEL 2:

That part of the West 30 feet of the East half of the West half of the North East Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the North 33 feet thereof and North of the Northerly line of the right of way as conveyed to the Chicago and Grand Trunk Railroad Company by Deed recorded as Document 293080 (right of way conveyed by said Deed now commonly known as that of the Illinois Northern Railway);

### PARCEL 3:

Easement for the benefit of Parcels 1 and 2 as created by grant of Easement between S.A. Healy Company, a corporation and Morris Eisen and Ethel Eisen, his wife, and Harry Eisen and Nioma Eisen, his wife, dated September 8, 1959 and recorded September 16, 1959 as Document 17660116 and as corrected by amendment recorded on October 7, 1959 as Document 17679218 for ingress and egress and for the passage of traffic and for the installation, maintenance, repair and replacement of pavement and all utilities on, over and under the following described property to wit:

A parcel of land in the East half of the West half of the North East Quarter of said Section 35 described as follows:

Beginning at the point of intersection of the West line of the East half of the West half of the North East Quarter of said Section 35, with a line 30 feet (measured perpendicularly) Southerly from and parallel with the Southerly line of the right of way of the Illinois Northern Railway Company, said point of intersection being 334.07 feet more or less South from the North West corner of said East half and running thence North Eastwardly along said parallel line, a distance of 31.63 feet to its intersection with a line 30 feet (measured perpendicularly) East from and parallel

with said West line of the East half of the West half of the North East Quarter; thence South along the last described parallel line, a distance of 5.37 feet; thence South Westwardly along the arc of a circle convex to the North West and having a radius of 226.30 feet, a distance of 87.99 feet to a point on the West line of said East half of the West half of the North East Quarter which is 77.47 feet South from the place of beginning; and thence North along said West line of the East half of the West half of the North East Quarter, a distance of 77.47 feet to the place of beginning;

### PARCEL 4:

Easement for the benefit of Parcels 1 and 2 as created by grant of Easement between S. A. Healy Company, a corporation and Morris Eisen and Ethel Eisen, his wife, and Harry Eisen and Nioma Eisen, his wife, dated September 8, 1959 and recorded September 16, 1959 as Document 17660116 and as corrected by amendment recorded on October 7, 1959 as Document 17679218 for ingress and egress and the passage of traffic over same and for the installation, maintenance, repair and replacement of pavement and all utilities on, over and under a strip of land 30 feet wide across the East half of the West half of the North East Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying Southerly of and adjoining the 50 foot right of way of the Illinois Northern Railway Company;

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(CMF, p. 2)

## PARCEL 5:

Easement for the benefit of Parcel 1 dated February 19, 1960 and recorded March 8, 1960 as Document 17798729 created by Grant made by The Atchison Topeka and Santa Fe Railway Company and Illinois Northern Railway Company to Near South Co., Inc., for a private road upon and across the tracks and the following described land:

A strip of land 33 feet in width, being all that part of the property of the Atchison, Topeka and Santa Fe Railway Company in the North East Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying Westerly of and adjoining the East line of the West half of said Quarter Section;

## PARCEL 6:

Easement for the benefit of Parcel 1 dated February 19, 1960 and recorded March 8, 1960 as Document 17798730 created by Grant made by The Atchison, Topeka and Santa Fe

Railway Company and the Illinois Northern Railway Company to Near South Co., Inc., for a private road upon and across the tracks and following described land:

A strip of land 33 feet in width being all that part of the property of The Atchison, Topeka and Santa Fe Railway Company, in the North East Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, lying Westerly of a line 33 feet Easterly of and parallel to the West line of the East half of the West half of said Quarter Section; all in Cook County, Illinois.

Permanent Tax Numbers: 16-35-200-009  
(Affects part of Parcel 1)  
16-35-200-010  
(Affects part of Parcel 1)  
16-35-200-011  
(Affects part of Parcel 1)  
16-35-200-021  
(Affects Parcel 2)

Volume: 580

*w/2 NE 1/4 SW.*

Street Address: 3200 South St. Louis  
Chicago, Illinois

87001718

EXHIBIT B

The Prior Mortgage

Mortgage of even date herewith by and between American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated December 5, 1986 and known as Trust Nos. 100785-09, 100786-08, 100787-07, 100781-03, 100783-01, 100784-00, Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreement dated July 16, 1985, as amended, and known as Trust No. 5-67743 and Citicorp Real Estate, Inc., a Delaware corporation.

Property of Cook County Clerk's Office

EXHIBIT C

Exceptions to Title

With respect to the property commonly known as Motor Freight Terminal, located at 7700 S. Cicero, Chicago, Illinois, those exceptions shown as attached hereto as Exhibit 1.

With respect to the property commonly known as Central Motor Freight Plaza, located at 3200 South St. Louis, Chicago, Illinois, those exceptions shown as attached hereto as Exhibit 2.

With respect to the property commonly known as Highway Freight Center, located at 35th Place and Pulaski (4200 W. 35th Place), Chicago, Illinois, those exceptions shown as attached hereto as Exhibit 3.

With respect to the Premises, the lien of the Prior Mortgage and all other instruments securing the debt secured by said Prior Mortgage.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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EXHIBIT 1  
**UNOFFICIAL COPY**

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1. General Taxes for the year 1986.  
General Taxes for the year 1986 are not yet due or payable.

2. Agreement and Application for Sewer Service connection to the City of Chicago Sewers dated November 30, 1961 and recorded June 5, 1962 as Document 18493689 and the terms, provisions and conditions therein contained.

Affects Parcels 1 and 2

3. Grant to the Public Service Company of Northern Illinois, a corporation of Illinois, recorded September 22, 1952 as Document 15441216, of the right to lay, maintain and operate an 8 inch gas main and necessary appurtenances in, upon, under and along the West side of the public highway known as Cicero Avenue, which extends along the East side of or through the property of said grantors described as follows:

The East 50 feet of the South 1/3 of the North 3/12ths (except the North 120 feet) of the South 60 acres of the East half of the South East Quarter of Section 28 aforesaid, said gas main to be laid across said property 39 feet West of and parallel to the center line of Cicero Avenue.

Affects Parcels 1 and 2

4. The following matters disclosed by Plat of Survey No. 860341-ALTA, dated December 12, 1986, by George D. Harker & Associates, to wit:

a. This Policy shall not be construed as insuring:

(i) The right to use those parts of 77th Street (8.97 to 10.18 feet wide), the public alley between LaCrosse and Lamon Avenues, Lamon Avenue, the public alley between Lamon and LaPorte Avenues, and LaPorte Avenue, which are shown on said Survey as being fenced in, paved and used as part of the truck terminal located on the land, nor the right to maintain those fences not located on the land.

(ii) The right to use the paved area partly enclosed by fence, located East of Parcels 1 and 2 and South of the Eastern portion of Parcel 2 which is apparently used as part of the truck terminal located on the land, nor the right to maintain those fences not located on the land.

(iii) The right to use the 120 foot wide Commonwealth Edison Company right of way adjoining Parcel 2 on the North, which right of way is shown on said Survey as being paved, fenced in and used as part of the truck terminal located on the land. Specifically, the Company does not insure the right to use said right of way as a means of access to the land, nor the right to maintain those fences not located on the land.

b. Gas main extending West from Cicero Avenue, overhead electrical and telephone service lines extending South from the Commonwealth Edison Company right of way, City of Burbank water service and sanitary sewer lines extending East from the premises adjoining on the West and a series of drains and a manhole indicating possible water service and/or storm or sanitary sewer line extending East to Cicero Avenue, located partly in the adjoining Commonwealth Edison Company right of way, none of which appear to be encroached upon by the structures on the land.

5. Rights of Cordin Motor Freight, Inc. and Peet Frate Lines, Inc. in possession under unrecorded leases.

6. Possible right of present or future creditors of First American Realty Co. to set aside or void the conveyance (or mortgage) of the land described in Schedule A based on either the Federal Bankruptcy Code or State Laws concerning fraudulent transfers.

7. Easements, or claims of easements not shown by the public records.

8. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

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EXHIBIT 2 8 7 9 0 1 7 1 3

1. General Taxes for the year 1986.

General Taxes for the year 1986 are not yet due or payable.

2. Right of Illinois Northern Railway to construct, maintain and operate main lead switch tracks, and to extend the lateral slopes of the embankment of said railroad's right-of-way if elevated, or to construct or maintain a retaining wall or other necessary construction for the confinement of said embankment upon a triangular strip of land South of and adjoining said railroad's right-of-way.

Recorded: November 1, 1923

Document: 8,169,645

Affects: Parcel 1

3. An easement for the purposes stated herein.

In favor of: The Sanitary District of Chicago

For: Construction, maintenance, reconstruction and operation of an intercepting sewer

Recorded: May 9, 1928

Document: 10,017,119

Affects: Parcel 1

4. An easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company for pole lines, conduits and incidental purposes.

Recorded: February 8, 1960

Document: 17,776,354

Affects: Three 10 foot strips of land in Parcel 1

5. An easement for the purposes stated herein.

For: Ingress, egress and the passage of traffic; and the installation, maintenance, repair and replacement of pavement and all utilities.

Recorded: September 16, 1959

Document: 17,660,116

Affects: Parcel 2

Amended by Document No. 17,679,218 recorded October 7, 1959.

6. An easement for the purposes stated herein.

For: Ingress and egress

Recorded: September 16, 1959

Document: 17,660,116

Affects: East 30 feet of Parcel 1

Amended by Document No. 17,679,218 recorded October 7, 1959.

NOTE: Said easement shall only exist as long as the property abutting on the East shall be used solely for manufacturing purposes.

7. An easement for the purposes stated herein.

For: Ingress and egress for truck traffic

Recorded: September 15, 1959

Document: 17,658,787

Affects: Parcel 2

8. Rights of the State of Illinois, the Municipality and the Public in and to that part of the subject property which may fall in 31st Street.

Affects: Parcels 2 and 5

9. Spurs and switch tracks and railroad rights of way as shown on Plat of Survey prepared by National Survey Service, Inc., dated December \_\_\_\_, 1986.

10. Terms, conditions and provisions affecting the easement described in Schedule A in the instrument creating said easement.

Affects: Parcels 3, 4, 5 and 6

11. Rights of the adjoining owners to the concurrent use of said easement.

Affects: Parcels 3, 4, 5 and 6

12. Easement in favor of The Metropolitan Sanitary District of Greater Chicago to construct, re-construct, repair, maintain and operate sewer, drain and outlets, acquired by condemnation in Circuit Court of Cook County, Illinois Case No. 58981.

Affects: Parcels 3 and 4

13. An easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company for pole lines, conduits and incidental purposes.

Recorded: September 30, 1959

Document: 17,673,264

Affects : North 10 feet of Parcel 4

14. An easement contained in deed.

For : Ingress and egress and construction, use, maintenance and operation of side tracks

Recorded: January 6, 1938

Document: 12,103,549

March 3, 1931

10,839,000

Affects : Northerly 30 feet of the East 450 feet of Parcel 4

15. An easement for the purposes stated herein.

In favor of: The Sanitary District of Chicago

For : Construction, maintenance and operation of an intercepting sewer

Recorded : June 7, 1928

Document: 10,048,604

Affects : Parcels 1, 4, 5 and 6

16. Rights of the following parties in possession under unrecorded leases:

Consolidated Freightways  
Convoy Corporation  
P. R. Enterprises  
La Morenita Inc.  
Tire Engineering Inc.  
Terminal Hauling Inc.  
Cub Cartage Company

17. Mechanic's lien claim and rights of parties claiming by, through and under said claimant.

Lien Claimant : Art Alexandria and Alexandria Trucking Underground  
Construction, Inc.

Obligee : Leon M. Delano, Jr. and First American Realty Company

Amount : \$2,000.00

Recorded : June 18, 1986

Document: 8,248,768

Work completed : March 28, 1986

18. Encroachment of building located on Parcel 1 onto easement set forth at Exception No. 3, as disclosed by prior policy.

19. Encroachment of sheet metal vents on building located mainly on building West and adjoining over and unto Parcel 2 by 1.2 feet, 2.46 feet and 1.06 feet, as disclosed by prior policy.

20. Encroachment of sign located mainly on Parcel 2 over and onto property East and adjoining by about .66 of a foot, as disclosed by prior policy.

21. Encroachment of light pole located mainly on Parcel 2 over and onto property East and adjoining by about .70 of a foot, as disclosed by prior policy.

22. Encroachment of fence located mainly on Parcel 2, as disclosed by prior policy:

(a) Onto and over property East and adjoining by .55 of a foot to 1.90 feet.

(b) Onto and over property South Easterly and adjoining by about 1.05 feet.

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Property of Cook County Clerk's Office

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EXHIBIT 2,  
continued

23. Possible right of present or future creditors of First American Realty Co. to set aside or void the conveyance (or mortgage) of the land described in Schedule A based on either the Federal Bankruptcy Code or State Laws concerning fraudulent transfers.
24. Easements, or claims of easements, not shown by the public records.
25. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

## EXHIBIT 3

1. General Taxes for the year 1986.  
General Taxes for the year 1986 are not yet due or payable.

2. An easement for the purposes stated herein.

In favor of: Commonwealth Edison Company  
For : High tension electric pole line, poles, anchors, conductors and incidental purposes  
Recorded : January 20, 1967 Document: 20,048,045  
Affects : The Northerly part of Parcels 1 and 3 as shown on Exhibit "A" attached to said grant

Said Easement was amended by Agreement recorded January 20, 1967 as Document 20,048,046.

3. An easement for the purposes stated herein.

In favor of: Peoples Gas Light and Coke Company, Commonwealth Edison Company and Institute of Gas Technology, their successors and assigns  
For : Roadway, ingress and egress  
Recorded : January 30, 1967 Document: 20,053,109  
Affects : Parcel 5 and that part of Parcel 4 described as follows:  
Beginning at the point of intersection of the South line of said North 300 feet of the South 600 feet of the South East Quarter of the North East Quarter of Section 34 with the West line of said South East Quarter of the North East Quarter and running thence North along said West line of the North East Quarter a distance of 188.03 feet, thence South Easterly along a straight line a distance of 289.40 feet to a point on the aforesaid South line of the North 300 feet of the South 600 feet which is 220.07 feet East from the place of beginning and thence West along said South line of the North 300 feet of the South 600 feet, a distance of 220.07 feet to the place of beginning.

4. An easement for the purposes stated herein.

In favor of: Peoples Gas Light and Coke Company, Commonwealth Edison Company and Institute of Gas Technology, their successors and assigns  
For : Underground electrical conduit system, sewers, water lines, other related underground facilities and incidental purposes  
Recorded : January 30, 1967 Document: 20,053,109  
Affects : That part of Parcel 9 following with that part of Lot 1 in County Clerk's Division of the West half of the Southeast quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning on a line which is 1430.00 feet West from and parallel with the East line of said Southeast Quarter of Section 34, at a point thereon which is 891.97 feet South from the North line of said Southeast Quarter, and running thence West along a line parallel with said North line of the Southeast Quarter, a distance of 498.44 feet; thence Northeastwardly along a straight line a distance of 537.07 feet to a point which is 691.97 feet South from said North line of the Southeast Quarter, and on said line which is 1430.00 feet West from and parallel with the East line of said Southeast Quarter; and thence South along said parallel line a distance of 200 feet to the point of beginning.



5. An easement for the purposes stated herein.

In favor of: Transamerican Properties, Inc.

For : Roadway and right of way easement for ingress and egress and for the passage of traffic, including the unrestricted operation of trucks and motor vehicle equipment of all kinds

Recorded : January 30, 1967 Document: 20,053,110

Affects : Parcels 5, 7, 8, 9 and that of Parcel 4 described as follows:  
Beginning at the point of intersection of the South line of said North 300 feet of the South 600 feet of the South East Quarter of the North East Quarter of Section 34 with the West line of said South East Quarter of the North East Quarter and running thence North along said West line of the North East Quarter a distance of 188.03 feet, thence South Easterly along a straight line a distance of 289.40 feet to a point on the aforesaid South line of the North 300 feet of the South 600 feet which is 220.07 feet East from the place of beginning and thence West along said South line of the North 300 feet of the South 600 feet, a distance of 220.07 feet to the place of beginning, and that part of Parcels 1, 2 and 3 falling in the following described land:  
A parcel of land consisting of a part of the South half of the Northeast Quarter of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, and consisting also of a part of Lot 1 in County Clerk's Division of the West half of the Southeast Quarter of said Section 34, together with a part of each of Lots 4, 5 and 7 in County Clerk's Division of the East half of the West half of said Section 34, said parcel of land being bounded and described as follows:  
Beginning on a line which is 1430 feet West from and parallel with the East line of the Southeast Quarter of said Section 34, at a point thereon which is 891.97 feet South from the North line of said Southeast Quarter, and running thence West along a line parallel with the East and West center line of said Section 34 a distance of 1666.39 feet; thence North along a line parallel with the East line of said Section 34 a distance of 1257.57 feet; thence Northeastwardly along the arc of a circle, convex to the Northwest and having a radius of 102.43 feet, a distance of 160.89 feet to a point 468.03 feet North from said East and West center line of Section 34, which point is 2993.96 feet West from the East line of said Section 34; thence East along a line parallel with said East and West center line of Section 34 a distance of 1563.96 feet to its intersection with said line which is 1430 feet West from and parallel with the East line of said Section 34; Thence South along the last described parallel line a distance of 60.00 feet; thence West along a line 408.03 feet North from and parallel with said East and West center line of Section 34 a distance of 1506.39 feet; thence Southwestwardly along the arc of a circle, convex to the Northwest and having a radius of 100 feet a distance of 157.08 feet to a point which is 308.03 feet North from said East and West center line of Section 34 and which is 3036.39 feet West from the East line of said Section 34; thence South along a line parallel with the East line of said Section 34 a distance of 1040.00 feet; thence Southeastwardly along the arc of a circle, convex to the Southwest and having a radius of 100 feet a distance of 157.08 feet to a point which is 2936.39 feet West from the East line of said Section 34 and which is 53.97 feet South from said East and West center line of Section 34; thence East along a line parallel with said East and West center line of Section 34 a distance of 1506.39 feet to its intersection with said line which is 1430 feet West from and parallel with the East line of the Southeast Quarter of Section 34; and thence South along the last described parallel line a distance of 60.00 feet to the point of beginning in Cook County, Illinois.

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6. An easement for the purposes stated herein.

In favor of: Transamerican Properties, Inc.

For : Roadway and utility purpose with right of ingress and egress

Recorded : February 6, 1967 Document: 20,056,930

Affects : Parcel 6

7. Terms, covenants, provisions, conditions and restrictions contained in Easement Agreement by and among Peoples Gas Light and Coke Company, First American Realty Co. and Transamerican Properties, Inc., recorded January 30, 1967 as Document 20,053,109, including such terms, covenants, provisions, conditions and restrictions relating to the easements described as Parcels 7 and 8 herein.

8. Terms, covenants, provisions, conditions and restrictions contained in Easement Agreement by and among First American Realty Co. and Transamerican Properties, Inc., recorded January 30, 1967 as Document 20,053,110, including such terms, covenants, provisions, conditions and restrictions relating to the easements described as Parcels 7, 8 and 9 herein.

9. Rights of the adjoining owners to the concurrent use of the easements described as Parcels 7, 8 and 9 herein.

10. Agreement contained in the deed from William A. Burnham, as Trustee, to The Sanitary District of Chicago, recorded September 21, 1893 as Document 1932243 that grantor releases all claims for damages to lands in Section 34 not taken by grantee, growing out of the construction and maintenance of the Sanitary and Ship Canal and the necessary adjuncts thereto.

(Affects that part of the land falling in the East 1/2 of the West 1/2 of Section 34.)

11. Agreement contained in deeds from various parties to The Sanitary District of Chicago, recorded September 8, 1893 as Document 1926634 and September 21, 1893 as Document 1932244, that grantors release all claims for damages to lands in Section 34 not taken by grantee, growing out of the construction and maintenance of the Sanitary and Ship Canal and the necessary adjuncts thereto.

(Affects that part of the land falling in the Southeast 1/4 of Section 34.)

12. A partial assignment of the easement described as Parcels 7 and 8 herein.

In favor of: Illinois Bell Telephone Company and its successors

For : Facilities for the transmission of sounds and signals by means of electricity, and incidental purposes

Recorded : June 26, 1967 Document: 20,180,326

Affects : Parcels 7 and 8

13. An easement for the purposes stated herein.

In favor of: Illinois Bell Telephone Company, its grantees, lessees, licensees, successors and assigns

For : Underground equipment for the transmission and distribution of sounds and signals by means of electricity, the conduct of a general telephone business and incidental purposes

Recorded : May 10, 1967 Document: 20,132,769

Affects : Parcel 5 and that part of Parcel 4 described as follows:

Beginning at the point of intersection of the South line of said North 300 feet of the South 600 feet of the South East Quarter of the North East Quarter of Section 34 with the West line of said South East Quarter of the North East Quarter and running thence North along said West line of the North East Quarter a distance of 188.03 feet, thence South Easterly along a straight line a distance of 289.40 feet to a point on the aforesaid South line of the North 300 feet of the South 600 feet which is 220.07 feet East from the place of beginning and thence West along said South line of the North 300 feet of the South 600 feet, a distance of 220.07 feet to the place of beginning.

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14. An easement for the purposes stated herein.

In favor of: Commonwealth Edison Company, its grantees, lessees, licensees, successors and assigns

For : Transmission and distribution of electrical energy and incidental purposes

Recorded : July 11, 1967 Document: 20,192,277

Affects : The North 12 feet and East 12 feet of Parcel 1, the North 12 feet of Parcel 3, the North 12 feet and East 12 feet of Parcel 4

15. An easement for the purposes stated herein.

In favor of: (1) Illinois Bell Telephone Company, its grantees, lessees, licensees, successors and assigns; (2) Peoples Gas Light and Coke Company, its grantees, lessees, licensees, successors and assigns

For : (1) Underground equipment for the transmission and distribution of sounds and signals by means of electricity, the conduct of a general telephone business and incidental purposes; (2) Gas pipelines, drips, valves, fittings and other related underground equipment for the transportation of gas and incidental purposes

Recorded : June 1, 1967 Document: 20,153,419

Affects : That part of Parcels 1, 3 and 9 lying within a 10 foot strip of land adjoining and first West, then North, then East, then Southeast, then South and then West of the following described line: Beginning on a line 1430 feet West from and parallel with the East line of the Southeast 1/4 of Section 34, at a point thereon which is 881.97 feet South from the North line of said Southwest 1/4, and running thence South a distance of 10 feet on said line 1430 feet West from and parallel with the East line of the Southeast Quarter of said Section 34, to a point thereon which is 891.97 feet South from the North line of said Southeast Quarter, and running thence West along a line parallel with the East and West center line of said Section 34 a distance of 1666.39 feet; thence North along a line parallel with the East line of said Section 34 a distance of 1257.57 feet; thence Northeastwardly along the arc of a circle, convex to the Northwest and having a radius of 102.43 feet, a distance of 160.89 feet to a point 468.03 feet North from said East and West center line of Section 34, which point is 2993.96 feet West from the East line of said Section 34; thence East along a line parallel with said East and West center line of Section 34 a distance of 1563.93 feet to its intersection with said line which is 1430 feet West from and parallel with the East line of said Section 34; thence South along the last described parallel line a distance of 10 feet.

16. An easement for the purposes stated herein.

In favor of: Peoples Gas Light and Coke Company, its successors and assigns

For : Gas pipelines, electrical conduit systems, sewers and other related underground facilities and appurtenances and incidental purposes

Recorded : July 21, 1967 Document: 20,204,571

Affects : Parcel 6

Said instrument also contains restrictions on the use of said Parcel 6

17. Terms, provisions, easements and covenants contained in a Grant of Easement Agreement by and among First American Realty Co. and the Institute of Gas Technology, dated December 18, 1972 and recorded January 5, 1973 as Document 22,178,057. By said Agreement, First American grants to the Institute, its roadway and utility easement provided in Document 20,057,110 and further grants to the Institute the right to provide access between 2 Institute parcels by means which may include a bridge or tunnel across Parcel 9, and of the right to install a water line from the tract of land therein described to Pulaski Road.

18. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

19. Rights of the State of Illinois, the municipality and the public in and to that part of the land which may fall in streets and highways.

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20. Rights of the following parties in possession under unrecorded leases:

- Willett, Inc.
- Maersk Container Service Company
- Rentco, a Division of Fruehauf
- TransAmerica Trailer Services, Inc.
- TransAmerica Trailer Services, Inc. (TransAmerica Transportation)

21. Possible right of present or future creditors of First American Realty Co. to set aside or void the conveyance (or mortgage) of the land described in Schedule A based on either the Federal Bankruptcy Code or State Laws concerning fraudulent transfers.

22. Easements or claims of easements, not shown by the public records.

23. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

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COOK COUNTY RECORDER

#0495 # 2 \* 87-01718  
T#0332 TRAM 0211 01/02/87 12:24:00

DEPT-01 RECORDING \$49.00

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