

FIRST MORTGAGE

THIS MORTGAGE, made this 13 day of December, 1986 by and among FIRST NATIONAL BANK OF ILLINOIS, a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee (the "Trustee") under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation association in pursuance of a Trust Agreement dated October 1, 1986 and known as Trust Number 3714 (hereinafter referred to as "Mortgagor"), PEARL STREET PARTNERS, an Illinois general partnership (hereinafter referred to as "PEARL") and STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America having its principal office and place of business at 481 North Frederick Avenue, Gaithersburg, Maryland 20877, its successors and assigns (collectively referred to as "the Mortgagee").

WITNESSETH THAT:

WHEREAS, Mortgagor has concurrently herewith executed and delivered a First Mortgage Note bearing even date herewith made payable to the order of the Mortgagee (the "Note") as hereinafter further described, as a Co-Maker with PEARL; and

WHEREAS, the Note evidences that certain indebtedness of the Mortgagor and PEARL in the maximum principal sum of Three Million Nine Hundred Fifty Thousand Dollars (\$3,950,000.00), or so much thereof as shall be advanced, to be paid with interest thereon in installments in accordance with the terms of the Note which provides for maximum accruals of interest of up to \$395,000.00, with the then outstanding principal and unpaid interest due and payable five (5) years after the date hereof, together with all extensions, renewals and modifications thereof, or substitutions therefor, and any instruments given to evidence such extensions, renewals and modifications thereof, or given in substitution therefor, or in conjunction therewith;

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this mortgage, and to secure the prompt performance of each and every covenant, term, condition or agreement made or to be complied with by Mortgagor or PEARL contained herein, in the Note or set forth in any other document issued in conjunction with the loan secured hereby (the "Loan Documents"), together with all extensions, renewals and modifications thereof, including but not limited to that certain Commitment Letter dated October 16, 1986, from Mortgagee to PEARL as amended by letter dated November 6, 1986 (as now or hereafter amended the "Commitment Letter"), the terms and conditions of which are made a part hereof and are incorporated herein by reference, and all of the costs and expenses incurred in respect to the Note or any instrument now or hereafter evidencing or securing such indebtedness, including reasonable attorneys' fees incurred or paid by the Mortgagee or by any person hereby secured whether suit be brought or not, or on account of any litigation at law or in equity which may arise in respect to this Mortgage, the Note or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, Mortgagor, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY, unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the Village of Rosemont, County of Cook and State of Illinois which, with the property hereinafter described is referred to as the "Premises."

TOGETHER with all buildings and improvements now or hereafter erected thereon and with all and singular, the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor, of, in and to the same, and of, in and to every part and parcel thereof (which are pledged primarily and on a parity with said real estate and not secondarily).

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TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Mortgage. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and conveyed hereby. This Mortgage shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party, as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment". Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm and/or perfect the lien of this Mortgage on any Equipment, chattel items and/or fixtures.

TOGETHER with all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated.

AND TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the above-described property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagee, and of the reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm and/or perfect such assignment to the Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the above granted property (the "Premises") with the appurtenances, and any after-acquired title Mortgagor may subsequently obtain therein, unto the Mortgagee or its successors or assigns, forever, and PEARL warrants generally the title to the Premises and will execute such further assurances of title as may be requisite.

PROVIDED, ALWAYS, and these presents are upon this express condition, that if Mortgagor or PEARL, or the heirs, executors, administrators, successors or assigns of Mortgagor, PEARL, or any Guarantor of their obligations shall well and truly pay unto Mortgagee the sum of money mentioned in the Note and the interest and other fees and charges, if any, thereon, at the time and in the manner mentioned in the Note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note and/or in any other Loan Document(s) secured hereby, then these presents and the estate hereby granted shall cease, determine and be void, provided, further, that until the happening of any occurrence or event which gives Mortgagee the option to cause the entire indebtedness then secured by this Mortgage to become due and payable, Mortgagor shall have the right to possess and enjoy the Premises and to receive the rents, issues and profits thereof; and provided further, that on full payment of the Note and indebtedness secured by this Mortgage and all proper costs, charges, expenses, prepayment charges, commissions and half commissions incurred at any time before the sale hereinafter provided for, Mortgagee hereunder shall be entitled to a reasonable fee for the release and reconveyance of the Premises unto and at the cost of the Mortgagor.

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AND Mortgagor jointly and severally covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS. That Mortgagor will pay the sum of money mentioned in the Note and the interest thereon, and all other fees and charges, if any, constituting the indebtedness hereby secured, at the time and in the manner mentioned in the Note.

2. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. That Mortgagor will pay when due all taxes, assessments, water rates, sewer rents and other charges, and any rents and/or other sums now or hereafter payable with reference to the Premises, or any part or parts thereof, or now or hereafter assessed as liens on or levied against the Premises or any part thereof, and in case of default in the payment thereof when the same shall be due and payable, it shall be lawful for the Mortgagee, without notice or demand to Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents, other charges, rents and/or prior liens shall be a lien on the Premises added to the amount of said Note or obligation and secured by this Mortgage payable on demand with interest at the rate provided for in the Note from the time of payment of the same; and that upon request of the Mortgagee, Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent.

3. MAINTENANCE AND PAYMENT OF HAZARD INSURANCE.  
(a) That Mortgagor will keep the buildings now or hereafter existing on the above-described real estate and the Equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles and smoke, for an amount equal to the aggregate principal amount of all deeds of trust or mortgages secured by said property or 100% of full insurable value (based upon replacement cost), whichever is the greater, but in all events for an amount sufficient to prevent any co-insurance clause in any such insurance policy from coming into effect, and if the Premises shall be located in any flood hazard area, against damage by water, flood and other perils covered by so-called flood insurance, to the extent that flood insurance shall be available, and, when and to the extent required by the Mortgagee, against any other risk insured against by persons operating like properties in the locality of the Premises; that all insurance herein provided for shall be in form and with companies reasonably approved by the Mortgagee; that, regardless of the types or amounts of insurance required and approved by the Mortgagee, Mortgagor will assign and deliver to the Mortgagee all policies of insurance which insure against any loss or damage to the Premises, as collateral and further security for the payment of the money secured by this Mortgage, naming the Mortgagee as mortgagee pursuant to a standard mortgage clause, without contribution, and being in all other respects satisfactory to the Mortgagee; that if Mortgagor defaults in so insuring the Premises or in so assigning and delivering the policies, the Mortgagee may, at the option of the Mortgagee, effect such insurance from year to year and pay the premiums therefor, and that Mortgagor will reimburse the Mortgagee for any premiums so paid, with interest at the rate provided in the Note from the time of payment, on demand, and the same shall be secured by this Mortgage; that if the Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the last installments of principal secured by this Mortgage, to be applied in their inverse order of maturity, whether or not the same are then due and payable, or be paid over wholly or in part to Mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor; (b) that not less than five (5) days prior to the expiration dates of each policy required of Mortgagor pursuant to this paragraph, Mortgagor will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee; and (c) that in the event of a foreclosure of this Mortgage by virtue of judicial proceedings or otherwise, the Mortgagee shall succeed to all rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee or required to be so assigned and delivered pursuant to the provisions of this paragraph.

4. REMOVAL OF IMPROVEMENTS OR EQUIPMENT. That no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to

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such removal any such Equipment shall be replaced with other Equipment of a value equal to or greater than that of the replaced Equipment and free from any title-retention or security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such Equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installments of principal secured by this Mortgage, without any charge for prepayment.

5. ACCELERATION OF INDEBTEDNESS. That the whole of the principal sum and the interest on the Note, together with all other applicable fees and charges secured hereby shall at once become due and payable at the option of the Mortgagee upon an Event of Default which shall be deemed to have occurred: (a) after default in the payment of any installment of principal and/or of interest secured hereby and the failure of the makers thereof to cure the same within the applicable grace period, if any, specified; or (b) after default in the payment when due of any tax, assessment, water rate, sewer rent or other charge, rents, or other liens of, on, or against any or all of the Premises as required by this Mortgage; or (c) after default either in assigning and delivering the policies of insurance herein described or referred to (with standard mortgage endorsement in favor of the Mortgagee) or in reimbursing the Mortgagee for premiums paid on such insurance, as herein provided; or (d) after default upon request in furnishing a statement of the amount due on the Note and whether any offsets or defenses exist against the debt secured hereby as hereinafter provided; or (e) after default in the payment of any installment when the same shall become due and payable of any assessment for local improvements which may now or hereafter affect the Premises and may be or become payable in installments; or (f) upon the actual or threatened waste, removal or demolition of or material alteration to, any part of the Premises except as permitted by paragraph 4 hereof; or (g) upon default in keeping in force the insurance required by paragraph 3 hereof or by the Commitment Letter, if any; or (h) upon assignment by Mortgagor of the whole or any part of the rents, income or profits arising from the Premises without the prior written consent of the Mortgagee; or (i) after default in the removal of any federal or local tax lien on the Premises; or (j) upon default in the observance or performance of any other covenants or agreements of Mortgagor hereunder, under the Commitment Letter or any other Loan Document; or (k) upon the election of the Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of the Note or of any other instrument which may be held by the Mortgagee as additional security for the Note; or (l) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Mortgagor, or of any of its property, shall be appointed and shall not have been discharged within sixty (60) days or, if, by decree of such a court, Mortgagor shall be adjudicated bankrupt or insolvent, or any of the property of Mortgagor shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if Mortgagor shall file a voluntary petition in bankruptcy or a petition for reorganization under any applicable state or federal law, or if any involuntary petition against Mortgagor under any such law shall be filed against Mortgagor and shall not have been discharged within sixty (60) days after the filing thereof, or if Mortgagor shall make an assignment for the benefit of creditors, or shall at any time fail to pay its debts generally as they become due, or shall consent to the appointment of a receiver, or trustee, or liquidator of Mortgagor, or of all or any part of its property; or (m) if any general partner of any beneficiary of Mortgagor shall assign, sell or otherwise transfer all or any portion of his or its general partnership interest in the beneficiary of the Mortgagor or any assignment, sale or transfer of any interest in the ownership of the beneficiary of the Mortgagor (including any transfer occurring by operation of law other than those which result from the death of a general partner); or (n) any material representation or warranty made by Mortgagor, any beneficiary of Mortgagor, any Guarantor of Mortgagor or any general partner of any beneficiary of Mortgagor in or in connection with any of the Loan Documents is discovered to have been materially false when made.

Notwithstanding anything to the contrary set forth in this Mortgage, it is understood and agreed that no failure to make payments or perform any other act shall constitute an Event of Default hereunder unless and until the notice and/or grace period provided for in the Note with respect to such payments or the performance of such act shall have expired without such payment or performance having been made or done, and, the Mortgagee shall not accelerate the then outstanding principal balance of the Note or otherwise avail itself of any remedy hereunder until any such grace period has expired; provided, however, in the event that such failure shall be of a nature which in the reasonable judgment of the Mortgagee constitutes an emergency, such that failure of the Mortgagee to take action with respect thereto during or prior to the expiration of such notice and grace period shall endanger the interest of the Mortgagee in the Premises, then the Mortgagee may take such action as it deems necessary to protect itself and its interest therein without regard to such notice or grace period.

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6. **THE MORTGAGEE'S RIGHT TO PERFORM.** That in the event of any default in the performance of any of Mortgagor's covenants or agreements herein or in any Commitment Letter issued in connection herewith, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof, with interest at the rate provided for in the Note, shall immediately be due from Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

7. **APPOINTMENT OF RECEIVER.** That the Mortgagee, in any action to foreclose this Mortgage or upon actual or threatened waste to the Premises or if an event of default shall have occurred and be continuing, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver(s) to take possession of and to operate the Premises and to collect the rents and profits thereof, which receiver(s) shall have the following powers and authorities in addition to all other powers and authorities permitted by applicable law:

(a) To take possession of the Premises (or any portion thereof) and collect the rents, including accrued and past-due rents, and profits emanating therefrom and to lease the Premises in such parcels, portions, and/or units and for such time and on such terms as said receiver(s) may see fit, and with the Mortgagee's consent or at the Mortgagee's direction, to cancel any lease, sublease, occupancy agreement or other contract or agreement of whatever nature affecting the Premises (or any portion thereof) for any cause or on any ground which would entitle Mortgagor to cancel the same; and, after paying out of all the rents and profits emanating from the Premises (or any portion thereof), all expenses of holding, managing and/or operating the Premises, including, without limitation, insurance premiums, attorney's fees, and the cost of such repairs, replacements, restoration, maintenance and alterations necessary to bring the Premises (or any portion thereof) to, and maintain the Premises (or any portion thereof) at, a good and rentable condition, and all taxes and assessments upon the Premises, said receiver(s) shall apply the residue of said rents and profits, if any, first, to any amounts due under the Note or here under and to any amounts due under any borrowings by the receiver(s) pursuant to the authority hereinbelow or otherwise conferred on such receiver(s), and shall pay the surplus, if any, to Mortgagor or to any person entitled thereto.

(b) To make and enter into agreement(s) with one or more reliable and reputable real estate sales, rental, management, construction and/or consulting firm(s) (at such compensations as the receiver(s) deem to be the prevailing rate for such services), to permit such firm(s) to act as agent for the receiver(s) in: (i) the negotiation of leases or rental agreements for the Premises (or portions thereof) or individual units therein and advertising therefor, (ii) the detailed management and operation of the Premises (or any portion thereof), (iii) the collection of rents, issues and profits from the Premises (or any portion thereof), (iv) the supervision of the maintenance and restoration of the Premises (or any portion thereof) and (v) the disbursement of funds coming into the hands of the receiver(s).

(c) Insofar as the rents and profits emanating from the Premises (or any portion thereof) permit and/or any loan hereinafter provided for allows, to: (i) restore the improvements to a good and rentable condition, (ii) make all units therein fit for sale, tenancy and occupancy, (iii) bring the Premises into compliance with all applicable laws and ordinances, and (iv) bring the Premises into full occupancy, by steps which may include, without limitation, entering into construction, architects' and maintenance contracts, obtaining required government permits, advertising the Premises (or any portion thereof) for rent and all other actions which the receiver(s) deem requisite to avoid losses occasioned by waste of the Premises (or any portion thereof) or failure to restore and maintain the Premises in good and rentable condition at full occupancy.

(d) To obtain from Mortgagor and/or the agents, servants, employees and officers of Mortgagor, and all other parties in interest, all leases, insurance contracts, maintenance contracts, employment records and all other documents, books and records necessary for, or incidental to, holding, operating and maintaining the Premises (or any portion thereof).

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(e) To obtain a court order that directs and orders Mortgagor and any and all Premises obligors (such as tenants, contractors, architects, suppliers, materialmen, servicers and managers of the Premises) to honor the status of the receiver(s), as such, and to remit to the receiver(s) any security deposits relating to the Premises (or any portion thereof) and all rents and profits collected on or after the date the receiver(s) are appointed to take control of the Premises (or any portion thereof), immediately upon notice of the appointment of said receiver(s), and to recognize, upon request, the receiver(s) as the appropriate successors in interest to Mortgagor.

(f) To enter into loan agreement(s) with the Mortgagee, at its option, to borrow such funds in excess of the rents and profits in order to fulfill the duties imposed upon them as receiver(s), including without limitation, the funds necessary to properly maintain and restore the Premises (or any portion thereof) to a good and rentable condition, to bring the Premises to full occupancy and to bring the Premises into compliance with applicable laws and ordinances; such funds borrowed from the Mortgagee shall, upon advance, be secured by this Mortgage, and the lien of this Mortgage shall secure such advances automatically and without further act or deed, provided, however, that the existence of said lien shall in no way waive, diminish or prejudice any other rights or remedies the Mortgagee may have under the applicable laws in the collection of such funds as a loan(s) to the receiver(s).

Mortgagor will pay to the Mortgagee upon demand all expenses, including receivers' fees, reasonable attorneys' fees, costs and agents' compensation, advanced by the Mortgagee and incurred pursuant to the provisions contained in this paragraph, and all such unpaid expenses shall be (1) a lien against the Premises, (2) added to the principal amount evidenced by the Note and secured by this Mortgage, and (3) payable on demand with interest at the rate specified in the Note for interest accruing after maturity from and including the date each such advance is made.

8. **ESTOPPEL CERTIFICATES.** That Mortgagor, upon request of the Mortgagee made either personally or by mail, shall certify in writing to the Mortgagee or to any proposed assignee of the debt and Note secured by this Mortgage, the amount of principal, interest and other fees and charges, if any, then owing on the Note and whether any offsets or defenses exist against the debt secured hereby or against this Mortgage or any other documents issued in conjunction therewith, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

9. **NOTICE PROVISIONS.** That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs, executors, administrators, personal representatives or successors, or mailed by depositing it in any post office station, or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs, executors, administrators, personal representatives or successors, at his, their or its address last known to the Mortgagee.

10. **CHANGE OF TAXATION OF MORTGAGE.** That in the event of the passage after the date of this Mortgage of any law of the jurisdiction in which the Premises are located deducting from the value of real property for purposes of taxation any lien thereon or changing in any way the laws for the taxation of deeds of trust and/or mortgages or debts secured by deeds of trust or mortgages for State or local purposes, or the manner of collecting any such taxes, and imposing a tax, either directly or indirectly, on or in connection with this Mortgage, the Note or any other instrument providing security therefor, the Mortgagee shall have the right to declare the principal sum of the Note and the accrued interest thereon, together with all other fees and charges, if any, to be due in full on a date to be specified by not less than thirty (30) days' written notice to be given to Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, and such agreement shall constitute a modification of this Mortgage.

11. **PROTECTION OF THE MORTGAGEE'S RIGHTS.** That if the Mortgagee or the Mortgagee shall reasonably incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its or

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their rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by Mortgagor, together with the interest thereon at the rate provided for in the Note, and shall be deemed to be secured by this Mortgage and evidenced by the Note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

12. PRESERVATION OF CONDITION OF PREMISES. That Mortgagor will maintain the Premises in good condition and repair, will not commit or suffer any waste of the Premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises, that Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 13; that Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Premises; that Mortgagor will at all times keep the Premises free and clear of any mechanics' and/or materialmen's liens; and that, without the prior written consent of the Mortgagee, Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Premises or any part thereof.

13. CONDEMNATION. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest on the entire principal sum secured hereby until any award or payment based thereon shall have been actually received by the Mortgagee and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; that said award or payment less reasonable attorneys' fees actually paid by Mortgagor in connection with obtaining the award (the "Net Award") may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the moneys secured by this Mortgage, whether or not the same are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor; and that if prior to the receipt by the Mortgagee of the Net Award the Premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive the Net Award to the extent of any deficiency found to be due upon such sale, with interest thereon, at the rate provided in the Note, notwithstanding any provision herein or in said Note and whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied.

14. RIGHT OF ENTRY; MANAGEMENT. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times; and that if, at any time after default by Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the Note, the management or maintenance of the Premises shall be determined by the Mortgagee to be unsatisfactory, Mortgagor shall employ, for the duration of such default, as managing agent of the Premises, any person or firm from time to time designated by the Mortgagee, all at Mortgagor's sole cost and expense.

15. FINANCIAL STATEMENTS. That, Mortgagor will, within ninety (90) days following the termination of the annual accounting period adopted by of the beneficiary in and under the land trust agreement with Mortgagor for the operation of the Premises, deliver to the Mortgagee: (a) the current, certified financial statements of said beneficiary, which shall include the results of operations for such annual accounting period, (b) a statement in such reasonable detail as the Mortgagee may request, certified by the beneficial owner or an executive officer of a corporate owner, or by a general partner of a partnership owner, or by a trustee of a trust owner, of the leases relating to the Premises, if any, and (c) a statement in such reasonable detail as the Mortgagee may request, certified by a certified public accountant, or by the beneficial owner or an executive officer or treasurer of a corporate owner, or by a general partner of a partnership owner, or by a trustee of a trust owner, of the gross annual income and expenses of the Premises for such preceding annual accounting period, and that on demand from time to time, Mortgagor will furnish to the Mortgagee executed

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counterparts of all such leases and convenient facilities for the audit and verification of all such statements; and that Mortgagor shall furnish the Mortgagee with updated credit reports for Mortgagor, Michael Cooper and Robert C. Morgan once every twelve (12) months while any portion of the indebtedness secured hereby remains outstanding.

16. ASSIGNMENT OF RENTS. That Mortgagor will not assign the whole or any part of the present or future rents, income or profits arising from the Premises without the prior written consent of the Mortgagee, and any assignment thereof without such consent shall be null and void; that Mortgagor will not collect the rents, issues and profits arising from the Premises more than one month in advance of the due date of such payment; that in the event of any default by Mortgagor in the performance of any of the terms, covenants and provisions of this Mortgage or the Note, it shall be lawful for the Mortgagee or the Mortgagee's agents to enter upon and take possession of the Premises with or without the appointment of a receiver or an application therefor and to let the same, either in its or their own name, or in the name of Mortgagor, and to receive the rents, issues and profits of the Premises under any and all leases of the Premises and to apply the same, after the payment of all necessary charges and expenses, including reasonable management fees, on account of the amount hereby secured; that all present and future rents and profits are, in the event of any such default, hereby assigned to the Mortgagee; and that upon notice and demand, Mortgagor will transfer and assign to the Mortgagee, in form satisfactory to the Mortgagee, the lessor's interest in any lease or leases now or hereafter affecting the whole or any part of the Premises. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the assignment of the said present or future leases of the Premises to the Mortgagee.

17. ENFORCEMENT OF LEGAL AND EQUITABLE REMEDIES. That the Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor and to sue for any sums, whether interest, principal or any installment thereof, taxes, assessments, sewer rates, water rents, or any installment thereof, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums evidenced by the Note and secured by this Mortgage shall be due, and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

18. RECEIPT OF PAYMENTS BY THE MORTGAGEE. That any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sum now or hereafter secured by this Mortgage, or by any subsequent owner of the Premises or of the beneficial interest in and under the land trust agreement with Mortgagor, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation or by any partner of the partnership which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.

19. NON-WAIVERS. That any failure by the Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor; that neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or of this Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; that regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Mortgagee may release the obligation

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of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the Note or this Mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the Premises whether or not such lease be subordinate to this Mortgage; and that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

20. TAX STAMPS. That if at any time the United States of America or any State or Territory thereof shall require internal revenue or other tax stamps to be affixed to the Note, Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

21. JOINT AND SEVERAL LIABILITY. That PEARL and all successors of the beneficiaries of the Mortgagor and their assigns and successors as evidenced by their acceptance of said beneficial interest, agree that they shall be jointly and severally liable under any and all obligations, covenants and agreements of Mortgagor contained herein.

22. NO ELECTION OF REMEDIES. That the rights, powers, privileges and discretions of the Mortgagee and the Mortgagor arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

23. SUBORDINATE LEASES. That if Mortgagor has demised, or shall hereafter demise, the Premises or any part thereof by leases subordinate or junior (either by the date thereof or by the express terms thereof) to the lien hereof, any such lease shall be subject to the condition that in the event of any foreclosure sale or sales hereunder, by virtue of judicial proceedings or otherwise, such lease shall continue in full force and effect and the tenant thereunder will, upon request, attorn to and acknowledge the foreclosure purchaser or purchasers at such sale as landlord(s) thereunder, unless the Mortgagee or such purchaser or purchasers, or the Mortgagee, shall, at or prior to the time of such sale or within sixty (60) days thereafter, notify the tenant in writing to vacate and surrender the leased premises within ninety (90) days from the date of sale, in the event of which notice any such lease shall fully terminate and expire at the end of the said period of ninety (90) days from and after the date of such sale, and any such lease shall be subject to the further condition that if such lease shall so continue in full force and effect, the tenant shall not be credited as against such purchaser or purchasers with any rent allocable to the period after such sale and paid more than one month in advance of the due date of such payment.

24. DEFINITIONS; CAPTIONS. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Mortgage" shall mean this Mortgage and any supplement or supplements hereto, the word "Mortgagor" shall mean "Mortgagor, the beneficiary or beneficiaries of the Mortgagor and/or any subsequent owner or owners of the Premises or the beneficial interest in the Mortgagor", the word "the Mortgagee" shall mean "the Mortgagee or any subsequent holder or holders of the Note secured by this Mortgage", the word "Note" shall mean "note(s) or bond(s) secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association", the word "Premises" shall include the real estate hereinbefore described, together with all Equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. Captions herein are inserted for the convenience of the parties only and are not intended to limit, define or alter the rights and obligations of the parties hereto.

25. SUCCESSORS AND ASSIGNS; GOVERNING LAW. That this Mortgage and the Note secured hereby, and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, may not be changed orally, but only by an agreement in writing and signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. The validity and construction of all matters pertaining to this Mortgage are to be determined according to the laws of the jurisdiction in which the Premises are located.

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26. APPLICATION OF PREPAYMENTS. That whenever a prepayment of principal shall be made to the Mortgagee hereunder, from whatever source, including but not limited to payments received pursuant to paragraphs 3, 4, 13 or 16 hereof, or otherwise, all such payments shall be applied by the Mortgagee as set forth in the Note and such prepayments shall not relieve Mortgagor or any party or parties otherwise liable for the payment of said Note from the obligation to make periodic installments of principal and/or interest and/or any other fees or charges on the Note as and when such installments would otherwise fall due.

27. DUE ON SALE CLAUSE; PROHIBITED TRANSACTIONS. That the Premises of the Mortgagor shall at all times be owned by Mortgagor, both legally and equitably, and that without the Mortgagee's prior written consent: neither the Premises nor the beneficial interest in the land trust of the Mortgagor, shall be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Premises or said beneficial interest shall be transferred to any party, nor shall any of the general partnership interest of the beneficiary, or majority or effective control of the voting common stock of the corporate general partner of the beneficiary be sold, transferred, optioned, conveyed, encumbered or assigned to any parties other than by and among the parties that are the owners thereof at the time of the execution and delivery hereof, nor shall the Premises be further encumbered except for such junior or subordinate financing as the Mortgagee shall specifically approve in advance in writing. The Mortgagee specifically consents to the further encumbering of the Premises in favor of (i) the Mortgagee as to a loan in the amount of Sixty Thousand Dollars (\$60,000.00) and (ii) Chicago Title and Trust Company, as Trustee, as to a loan in the amount of Four Hundred Thousand Dollars (\$400,000.00), respectively secured by a Second Mortgage and a Subordinated Third Trust Deed recorded among the Land Records of Cook County, Illinois, provided, however, that both such encumbrances are subordinated to the lien, operation and effect of this Mortgage. Except as provided in the preceding sentence, if legal or equitable title to the Premises or any part thereof or any legal or equitable transfer, sale or assignment of the beneficial interest or interest in the general partners of the beneficiary shall hereafter change by any means, or if there shall be a violation of any of the other preceding restrictions, then the indebtedness secured hereby shall become immediately due and payable on the demand of the Mortgagee. Notwithstanding the foregoing, the beneficial interest may be transferred to Rosemont Industrial Park Venture, an Illinois limited partnership, provided that Michael Cooper and Robert C. Morgan are and remain the general partners of such limited partnership and that with the acceptance of said beneficial interest, said partnership execute an assumption agreement similar to that of PEARL contained in paragraph 34 herein.

28. PRIORITY OF LIEN. It is understood and agreed that the lien of this Mortgage is a first lien on the fee simple interest of the property described herein.

29. ADDRESSES AND NOTICES. The address of Mortgagor is 3256 Ridge Road, Lansing, Illinois 60438, and the address of PEARL is 605 E. Algonquin Road, Suite 300, Arlington Heights, Illinois 60005, Attention: Mr. Michael Cooper. The address of the Mortgagee is 481 North Frederick Avenue, Gaithersburg, Maryland 20877, Attention: Mr. Alan Hammerschlag, Senior Vice President. Any notice or other document required or permitted to be delivered hereunder shall be given in writing and shall be deemed to be delivered the day it is deposited in the Continental United States Mail, postage pre-paid, certified or registered mail, addressed to the parties hereto at the respective addresses set forth above, or at such other addresses as said parties may from time to time designate in writing.

30. MECHANICS' AND MATERIALMEN'S LIENS. That Mortgagor will keep and maintain the Premises free from the claims of all persons supplying labor or materials on the Premises notwithstanding by whom such labor or materials may have been contracted, and if any liens in respect of any such labor or materials are filed against the Premises, Mortgagor shall cause the same to be released completely of record (either by payment and discharge or by the posting of substitute collateral therefor in accordance with applicable laws) within ten (10) days of the filing therefor, provided, however, Mortgagor shall have the right to contest the validity of any such lien until a final adjudication thereof so long as Mortgagor diligently proceeds in conducting said contest and provides Mortgagee with a full title indemnification or other security acceptable to Mortgagee to insure the full payment of said lien.

31. DEEDS OF DEDICATION, RESUBDIVISION AND EASEMENT. That the Mortgagee shall join with Mortgagor in executing deeds of dedication, deeds of resubdivision, and deeds of easement for the resubdivision and development of the Premises into lots or parcels and for the dedication of streets and roads for public use.

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and the granting of easements of rights-of-way, as the same shall be approved from time to time by the Mortgagee in its sole discretion.

32. ESCROWS FOR TAXES AND INSURANCE. Mortgagor is required to escrow funds with the Mortgagee (on a monthly basis) for the payment of real property taxes and assessments and insurance premiums on the real and personal property securing this Mortgage as estimated from time to time by the Mortgagee, and on demand, Mortgagor covenants and agrees to escrow such funds with the Mortgagee. Any funds so escrowed with the Mortgagee shall not bear interest; provided, however, that if Mortgagor shall timely pay such charges and shall provide evidence of same to the Mortgagee, the Mortgagee, in its discretion, may waive the foregoing escrow requirements.

33. MULTIPLE INDEBTEDNESSES. If this Mortgage shall secure multiple notes or indebtednesses, it is understood and agreed that each of such notes or indebtednesses shall be co-equal and coordinate as to their right of payment and the same shall be secured hereby on a pro rata basis without any of them having any preference or priority over any other of them.

34. ASSUMPTION AND AGREEMENT OF PEARL. PEARL does hereby covenant and agree to perform or cause to be performed all of the obligations of Mortgagor under this Mortgage and to authorize and direct Mortgagor to perform all obligations of Mortgagor hereunder, and supply such funds, authorizations and documents and materials necessary to enable Mortgagor to perform all such obligations. PEARL hereby unconditionally guarantees the full and complete performance by Mortgagor of all of its obligations under this Mortgage.

35. DISCLAIMER BY MORTGAGEE. Mortgagee shall not be liable to any party for services performed or obligations due in connection with the loan evidenced by the Note. Mortgagee shall not be liable for any debts or claims accruing in favor of any parties against the Mortgagor, PEARL or their successors and assigns or against the Premises. The Mortgagee is not nor shall it be an agent of Mortgagor for any purposes, and Mortgagee is not a venture partner with Mortgagor, PEARL or any of their successors or assigns in any manner whatsoever. Approvals granted by Mortgagee for any matters covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of the Mortgagor.

36. WAIVER OF STATUTORY RIGHTS. To the extent permitted by law, Mortgagor and PEARL each hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any sale pursuant to any statute, order, decree or judgment of any court, on their own behalf, and on behalf of each and every person, except decree and judgment creditors of Mortgagor, acquiring an interest in or title to the Property. Mortgagor and PEARL further agree, to the extent permitted by law, that if an Event of Default occurs hereunder neither Mortgagor nor PEARL nor anyone claiming through or under them shall or will set up, claim, or seek to take advantage of any homestead exemption, appraisal, valuation, stay, extension, moratorium or other laws now or hereafter in force, in order to prevent or hinder enforcement or foreclosure of this Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor and PEARL, for themselves and all who may at any time claim through or under them, hereby each waive and release to the full extent that it may lawfully so do, the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof. Mortgagor represents that it has been authorized and empowered by the trust instruments and by all necessary persons having the power of direction over it as Trustee to execute this Mortgage and the foregoing waivers and releases.

37. APPLICABLE LAW; BUSINESS LOAN. Mortgagor and PEARL acknowledge and agree that (a) the proceeds of the Note will be used for a "business purpose" as specified in Illinois Revised Statutes, Chapter 16. 16404 S4(1)(c) and that accordingly, the principal obligation secured hereby constitutes a "business loan" which comes within the purview of said subparagraph; and (b) that the Indebtedness and Obligations secured hereby are an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601, et seq.

38. CROSS DEFAULT. An Event of Default or a default and the continuation thereof beyond any applicable period of notice and grace under: (i) that certain Second Mortgage Note in the amount of \$60,000.00 of even date herewith from

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PEARL to Mortgagee; (ii) that certain Second Mortgage from Mortgagor and PEARL to Mortgagee of even date herewith covering the Premises and given as security for such Second Mortgage Note; or (iii) any other instrument or document evidencing or securing the Second Note or the indebtedness evidenced thereby, shall constitute an Event of Default hereunder and under the Note.

39. **TRUSTEE'S EXCULPATION.** THIS MORTGAGE is executed by **FIRST NATIONAL BANK OF ILLINOIS**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Association hereby warrants that it possesses full power and authority to execute this instrument), and, except with respect to the warranty contained in this paragraph, it is expressly understood and agreed that nothing contained herein, in the Note, or in the other Loan Documents shall be construed as creating any personal liability on the Trustee.

IN WITNESS WHEREOF, Mortgagor and PEARL have executed this instrument or have caused the same to be executed by its or their representatives thereunto duly authorized.

**FIRST NATIONAL BANK OF ILLINOIS**, as Trustee under Trust Number 3714

SEE SIGNATURE SHEET ATTACHED HERETO  
AND INCORPORATED BY REFERENCE HEREIN  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

ATTEST :

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PEARL STREET PARTNERS**, an Illinois general partnership

By: **MICHAEL COOPER & ASSOCIATES, LTD.**, a General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

ATTEST :

By: *[Signature]*  
Title: *Asst. Secy*

By: **MORGAN AND ROBERTS REAL ESTATE, LTD.**, an Illinois Corporation, a General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

ATTEST :

By: *[Signature]*  
Title: *Asst. Secy*

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## ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook )

The undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL COOPER personally known to me to be the President of MICHAEL COOPER & ASSOCIATES, LTD., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing FIRST MORTGAGE appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of DECEMBER, 1986.

[Signature]

Notary Public

[Notarial Seal]

My Commission Expires: 8-31-87

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2011/12

ACKNOWLEDGEMENT

STATE OF Illini )  
COUNTY OF Cook )

The undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT C. MORGAN personally known to me to be the President of MORGAN & ROBERTS REAL ESTATE, LTD., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing FIRST MORTGAGE appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of DECEMBER, 1986.

[Signature]

Notary Public

[Notarial Seal]

My Commission Expires: 8-31-87

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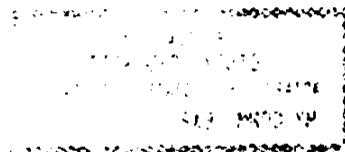
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## EXHIBIT A

### **PARCEL 1:**

Lots 1 and 2 of O'Hare Area Industrial Subdivision Unit 4, Being a Subdivision in the Southeast 1/4 of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### **PARCEL 2:**

Lot 1 in O'Hare Area Industrial Subdivision, Unit 5, Being a Subdivision in the Southeast 1/4 of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### **PARCEL 3:**

Lots 1, 2, 3 in First Pan Hellenic Corporation Resubdivision of Lot 2 in O'Hare Area Industrial Subdivision, Unit 5 and Lot 3 in O'Hare Area Industrial Subdivision, Unit 4, Being Subdivisions in the Southeast 1/4 of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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**THIS INSTRUMENT WAS PREPARED BY:**

Mr. Thomas G. McGarry  
Melrod, Redman & Gartlan  
Suite 1100 K  
1801 K Street, N.W.  
Washington, D.C. 20006

and

Mr. Fredric B. Prohov  
Levin & Funkhouser, Ltd.  
55 West Monroe Street  
Suite 2410  
Chicago, Illinois 60603

**MAIL TO:**

Mr. Thomas G. McGarry  
Melrod, Redman & Gartlan  
Suite 1100 K  
1801 K Street, N.W.  
Washington, D.C. 20006

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12-04-402-063	<i>Le...</i>	Volume 063
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