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EXECUTION COPY

MORTGAGE AND SECURITY AGREEMENT

\$77.00

BORROWER: LASALLE NATIONAL BANK, as Trustee under a Trust Agreement dated December 5, 1986 and known as Trust Number 111740

LENDER: JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

70-74-906
D-3

Street Address of Property:

Property Tax Index Nos.:

3400 N. Powell Ave.	Franklin Park, IL	12-19-400-077
		12-19-400-107
11100 W. Addison St.	Franklin Park, IL	12-20-300-038
11440 W. Addison St.	Franklin Park, IL	12-19-400-056
11323 W. Franklin Ave.	Franklin Park, IL	12-19-400-109
11500 W. King St.	Franklin Park, IL	12-19-400-027
3434 N. Powell Ave.	Franklin Park, IL	12-19-400-043
7633 S. Sayre Ave.	Bedford Park, IL	12-30-309-021
		12-30-309-018
4920 S. Central Ave.	Forestview, IL	19-08-203-040
		19-08-203-038
5620 W. 51st St.	Forestview, IL	19-08-203-017
		19-08-203-027
1999 N. Ruby St.	Melrose Park, IL	12-33-400-044
11550 W. King St.	Franklin Park, IL	12-19-400-067
7201 S. Leamington Ave.	Bedford Park, IL	19-28-200-013
		19-28-200-020
11400 W. Addison St.	Franklin Park, IL	12-19-400-073
		12-19-400-086
3141 W. North Ave.	Melrose Park, IL	12-33-400-028
		12-33-400-069
6410 W. 51st St.	Forestview, IL	19-07-201-019
		19-08-100-053

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COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

1987 FEB -6 AM 10:46

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This instrument prepared by (and return after recording to):

Louis Michael Bell, Esq.,
WILSON & McILVAINE
135 South LaSalle Street
Chicago, Illinois 60603

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MORTGAGE AND SECURITY AGREEMENT

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MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made this 5th day of February, 1987, by and between LASALLE NATIONAL BANK, a national banking association, not personally, but as Trustee under a Trust Agreement dated December 5, 1986 and known as Trust Number 111740, having its principal office and place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Borrower"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal office and place of business at John Hancock Place, P. O. Box 111, Boston, Massachusetts 02117 ("Lender");

WITNESSETH:

A. Borrower has executed and delivered to Lender a Promissory Note in the principal amount of FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000.00) (which note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified or extended, are hereinafter sometimes collectively called the "Note"), which Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be due on March 1, 1992, the Note by this reference thereto being incorporated herein; and

B. Lender is desirous of securing the prompt payment of the Note together with interest and prepayment premium, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note or this mortgage (all such indebtedness to be secured hereby hereinafter sometimes collectively referred to as the "Indebtedness");

NOW, THEREFORE, Borrower, to secure payment of the Indebtedness and the performance of the covenants and agreements herein contained to be performed by Borrower, and for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, hereby agrees and covenants that:

1. GRANTING CLAUSES.

Borrower hereby irrevocably and absolutely does by these presents grant, mortgage, convey, transfer, assign, bargain, and sell to Lender, its successors and assigns, with all powers of sale and statutory rights under the laws of the State of Illinois, all of Borrower's estate, right, title and interest in, to and under, and grants to Lender a security interest in (all

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such actions hereinafter sometimes collectively referred to with the verb or noun "Grant"), the following:

(a) (i) The various parcels of real property described in Exhibit A attached hereto and incorporated herein by this reference and (ii) the various parcels of real property which shall hereafter be Granted by Borrower to Lender in addition to or in substitution for any parcel or other part of the foregoing under this mortgage pursuant to any amendment or supplement hereto, together with (iii) all buildings, structures and improvements now or hereafter erected thereupon and the fixtures and personal property hereinafter described (which real property, buildings, structures, improvements, fixtures and personal property, whether now or hereafter Granted, are hereinafter sometimes referred to as the "Mortgaged Premises" and whose various parcels grouped as indicated in Exhibit A are sometimes referred to as one or more "Tracts"; unless the context expressly otherwise requires, all references herein to said Mortgaged Premises shall apply both to each individual parcel or Tract included in, or any other part of, said Mortgaged Premises and to all parcels, Tracts and other parts thereof collectively);

(b) All and singular the easements, rights-of-way, licenses, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining, whether now or in the future, and all the rents, issues and profits therefrom;

(c) All right, title and interest, if any, of Borrower, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining said Mortgaged Premises; and all right, title and interest, if any, of Borrower in and to any strips and gores adjoining said Mortgaged Premises;

(d) All machinery, apparatus, equipment, systems, building materials, carpeting, furnishings, fixtures and other goods and other real and personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said Mortgaged Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of said Mortgaged Premises, now owned or hereafter acquired by Borrower, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, communications and power equipment, systems and apparatus, all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors, and also including any of such

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property stored on said Mortgaged Premises or in warehouses and intended to be used in connection with or incorporated into said Mortgaged Premises; it being understood and agreed that all such machinery, equipment, apparatus, systems, fixtures, and property are a part of the said Mortgaged Premises and are declared to be a portion of the security for the Indebtedness (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Mortgaged Premises; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Mortgaged Premises as a result of (1) the exercise of the right of eminent domain, or (2) the alteration of the grade of any street, or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Mortgaged 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 Lender, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment.

TO HAVE AND TO HOLD the Mortgaged Premises with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Lender, its successors and assigns, forever, for the uses and purposes herein expressed.

THIS MORTGAGE IS GIVEN TO SECURE:

- (1) Payment of the Indebtedness evidenced by the Note;
- (2) Payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender or advanced under the Loan Documents (hereinafter defined), even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note, provided that the Indebtedness shall in no event exceed an amount equal to two hundred percent (200%) of the face amount of the Note; and
- (3) The due, prompt and complete performance of each and every of the covenants, conditions, and agreements contained in this mortgage, the Note, and any other agreement, document, or instrument to which reference is expressly made in this mortgage or which evidences or secures the indebtedness evidenced by the Note (this mortgage, the Note, and all such other instruments are hereinafter sometimes referred to as the "Loan Documents").

2. REPRESENTATIONS AND COVENANTS.

It is a condition of this indenture that the representations and covenants made in this Section 2 be true, correct and complete upon the execution and delivery of the Loan Documents, and Borrower hereby represents and covenants to Lender that:

2.1 Title to Mortgaged Premises. As of the date of delivery of this mortgage Borrower is the owner of good and marketable fee simple title in and to the Mortgaged Premises free and clear of all liens, encumbrances, easements, covenants, conditions, and restrictions (including, with respect to the fixtures and personal property referred to herein, security interests, conditional sales contracts, and anything of a similar nature except those made or entered into by a tenant of the Mortgaged Premises), subject, however, to the matters set forth in Exhibit B attached hereto, and has good and full power and lawful authority to grant, mortgage, convey and grant a security interest in the same in the manner herein provided; and that Borrower will make any further assurances of title that Lender may require and will defend the Mortgaged Premises against all claims and demands whatsoever.

2.2 Due Organization, Authority. Borrower is duly organized and validly existing and in good standing under the laws of the State of Illinois and has power adequate to carry on its business as presently conducted, to own the Mortgaged Premises, to make and enter into the Loan Documents and to carry out the transactions contemplated therein.

2.3 Execution, Delivery and Effect of Loan Documents. The Loan Documents have each been duly authorized, executed and delivered by Borrower, and each is a legal, valid and binding obligation of Borrower, subject to the limitation on personal liability stated in Section 9 hereof, enforceable in accordance with its terms.

2.4 Other Obligations. The execution and performance of the Loan Documents and the consummation of the transactions contemplated thereby will not result in any breach of, or constitute a default under, any contract, agreement, document or other instrument to which Borrower is a party or by which Borrower may be bound or affected, and do not and will not violate or contravene any law to which Borrower is subject; nor do any such instruments impose or contemplate any obligations which are or will be inconsistent with the Loan Documents. No approval by, authorization of, or filing with any federal, state or municipal or other governmental commission, board or agency or other governmental authority is necessary in connection with the authorization, execution and delivery of the Loan Documents.

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2.5 Licenses and Permits. To the best knowledge of Borrower and Borrower's beneficiary, there are presently in full force and effect all certificates, licenses, and permits (herein collectively "permits") required by applicable laws, ordinances, codes, and regulations for the operation of all Tracts of the Mortgaged Premises as first-class industrial buildings, and Borrower agrees that such permits shall be available for Lender's inspection at all reasonable times and that copies thereof shall be furnished to Lender upon request. Borrower agrees to keep all such permits, now or hereafter required, in full force and effect and to obtain renewals thereof before expiration. Borrower further agrees that it shall constitute a default hereunder if Borrower at any time shall fail to keep in full force and effect, or upon lapse to proceed diligently to obtain, all permits and licenses necessary to permit all Tracts of the Mortgaged Premises to be operated as first-class industrial buildings, it being understood that failure by a tenant to obtain or maintain a permit or license peculiar to its business and not otherwise affecting such operation by another tenant shall not be deemed a failure of Borrower hereunder.

2.6 Compliance with Laws.

(a) To the best knowledge of Borrower and Borrower's beneficiary, except as provided in (b) below, the improvements forming part of the Mortgaged Premises and the use of the Mortgaged Premises as first-class industrial buildings comply with all applicable laws and regulations, including without limitation environmental protection, building and zoning laws and ordinances and set-back and parking requirements; and it shall constitute an Event of Default hereunder, entitling Lender to declare the Note secured hereby immediately due and payable, if the improvements forming part of the Mortgaged Premises or the use of the Mortgaged Premises, or any Tract, are at any time determined not to be in compliance with all applicable laws and regulations.

(b) Notwithstanding the provisions of (a) above, it shall not constitute an Event of Default hereunder if:

(i) The building located on any Tract is found to be in violation of building set-back requirements adopted or implemented after the date of construction of such building; or

(ii) The sanitary and/or sewer line systems in the Tract described as Parcel 17 in Exhibit A attached hereto are found not to be in compliance with all applicable laws or ordinances; provided, however, that in the event of such failure of compliance, Borrower and Borrower's beneficiary shall promptly perform all work and construct and install all repairs and

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improvements necessary to cause such sanitary and/or storm sewer systems to be in compliance with all applicable laws and ordinances within ninety (90) days after any finding of non-compliance, and failure to so cause such systems to be in compliance shall constitute an Event of Default hereunder.

(c) To the best knowledge of Borrower and Borrower's beneficiary, the environmental and ecological condition of the Mortgaged Premises, and of each Tract, is not in violation of any law, ordinance, rule or regulation applicable thereto, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Illinois Environmental Protection Act, the Federal Resource Conservation and Recovery Act, the Federal Toxic Substance Control Act, the Federal Clean Air Act, the Federal Water Pollution Control Act, or rules and regulations of the Federal Environmental Protection Agency, the Illinois Environmental Protection Agency, the Illinois Pollution Control Board, or any other agency or governmental board or entity having jurisdiction over the Mortgaged Premises or any Tract; and the soil, surface, water and ground water of or on the Mortgaged Premises and each Tract are free from any solid waste, toxic or hazardous substance or contaminant.

(d) To the best knowledge of Borrower and Borrower's beneficiary, no Tract has been used for the treatment, storage or disposal of any hazardous waste material.

(e) For the purposes of this paragraph, either of the following shall be considered a determination of non-compliance with laws and regulations:

(i) Determination by any governmental authority of such non-compliance, if the effect of such determination is not stayed within thirty (30) days by the commencement of an appropriate administrative or judicial appeal; or

(ii) A judgment by a court of competent jurisdiction of such non-compliance, if the effect of such judgment is not stayed within thirty (30) days by the commencement of an appropriate judicial appeal.

(f) Borrower and Borrower's beneficiary shall indemnify and hold harmless Lender from and against any and all costs and expenses incurred by Lender with respect to clean-up costs and litigation expenses assessed under any law or regulation referred to in (c) above.

(g) In the event of any determination of non-compliance with respect to any Tract (except for non-compliance

as referred to in (b) above), Borrower shall have the right to do the following:

(i) Cure such non-compliance at Borrower's sole cost and expense within ninety (90) days of such determination of non-compliance, or within such longer period as may be agreed to by Lender; or

(ii) Mortgage to Lender such additional parcel(s) of real property, with all buildings and improvements thereon, or grant to Lender such other security, as Lender shall find to be acceptable substitute security for the Tract on which such determination of non-compliance is made, in which instance Lender shall release the Tract so found not to be in compliance from the lien hereof; or

(iii) Make a partial pre-payment to Lender, to be applied against the principal balance of the Indebtedness then outstanding, in an amount equal to the greater of (A) seventy-five percent (75%) of the market value of the Tract found to be in non-compliance, or (B) the amount determined by Lender in its reasonable judgment to represent the proportional amount of the Indebtedness secured by such Tract. In the event any such payment is made, Borrower shall also pay a prepayment premium as provided in Section II of the Note. The market value of the Tract shall be determined by agreement of Borrower and Lender; provided, however, that if Borrower and Lender are unable to agree upon such market value, then such market value shall be determined by an appraiser hired and paid by Borrower and approved by Lender. If Borrower and Lender cannot agree upon an appraiser to determine such market value, then each party shall select an appraiser, which appraiser shall in turn select a third appraiser. All appraisers shall, within thirty (30) days, submit their findings of market value, and the average value obtained by the two (2) appraisals closest in amount shall be deemed for the purposes of this section to be the market value of the Tract. The fees and expenses of all appraisers shall be paid by Borrower. Upon the making of such partial prepayment with prepayment premium, Lender shall release the Tract found not to be in compliance from the lien of this Mortgage.

2.7 Construction and Completion of Improvements. To the best knowledge of Borrower and Borrower's beneficiary, the presently existing improvements located on the Mortgaged Premises have been completed and installed in a good and workmanlike manner, in compliance with applicable laws and ordinances and with the plans and specifications therefor. The improvements are served by electric, gas, sewer, water, telephone and other utilities required for the present and contemplated uses and operation thereof. Any and all streets and driveways necessary

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for access to the Mortgaged Premises, and other on-site and off-site improvements necessary for the present and contemplated uses and operation of the Mortgaged Premises and for service by utilities have been completed, are serviceable, and to the best knowledge of Borrower and Borrower's beneficiary, have been accepted or approved by appropriate governmental bodies.

2.8 Independence of the Mortgaged Premises. Borrower has not by act or omission permitted any building or other improvements on property not covered by this mortgage to rely on the Mortgaged Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement for the existence of such property, building or improvement; and no improvements on the Mortgaged Premises shall rely on any property not covered by this mortgage or any interest therein to fulfill any governmental or municipal requirement. Borrower has not by act or omission impaired the integrity of the Mortgaged Premises as a single, separate, subdivided zoning lot separate and apart from all other property.

3. BORROWER'S COVENANTS OF PAYMENT AND OPERATION.

3.1 Performance of Covenants in Loan Documents. Borrower shall fully perform, observe, and comply with all agreements, covenants, conditions, and provisions hereof and of the Note and of the other Loan Documents and shall duly and punctually pay to Lender the sum of money expressed in the Note with interest thereon and all other sums required to be paid by Borrower pursuant to the provisions of this mortgage, all without any deductions or credits for taxes or other similar charges paid by Borrower.

3.2 Payment of Taxes and Tax Deposits.

(a) Payment of Taxes. Borrower shall pay or cause to be paid all taxes, assessments, and other similar charges of whatever nature, ordinary and extraordinary, and to whomever assessed which are now or may hereafter be assessed or levied against the Mortgaged Premises or any portion thereof or interest therein or which become payable with respect thereto or with respect to the occupancy, use or possession thereof, before the same become delinquent, and shall deliver to Lender within sixty (60) days of the payment thereof receipts of the proper officers for such payment. In default thereof, Lender may, but shall not be obligated to, pay such taxes, assessments, and other similar charges, including any penalties or interest thereon (without inquiring into the validity or invalidity of such taxes, assessments or other similar charges and of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and any amount so paid by Lender shall

become immediately due and payable by Borrower with interest as described in Section 6.6 hereof until paid and shall be secured by this mortgage. Borrower shall have the right to contest the amount or validity of any such tax, assessment or other similar charge by appropriate legal proceedings if: (i) the legal proceedings shall operate to prevent the collection of such taxes, assessment or other similar charge so contested and the sale of the Mortgaged Premises or any part thereof to satisfy the same, and (ii) Borrower (unless such taxes, assessment or other similar charge have been paid in full under protest) shall deposit with Lender or with the appropriate court or other governmental authority or title insurance company satisfactory to Lender an amount, with such subsequent additions thereto as may be necessary, sufficient in Lender's opinion to pay such taxes, assessment or other similar charge, together with all estimated interest and penalties in connection therewith, and all charges that may be assessed in said legal proceedings against, or may become a charge on, the Mortgaged Premises.

(b) Tax Escrow Payments. If at any time (i) any Event of Default under this mortgage shall occur or (ii) New York Life Insurance Company shall cease to have a more than 50% interest (whether directly or indirectly) in the beneficiary of Borrower, Borrower shall thenceforth pay to Lender, concurrently with and in addition to each monthly installment payable on the Note, such amount as Lender from time to time estimates will be required to maintain thereafter a balance from which to pay taxes, assessments and other governmental liens or charges against the Mortgaged Premises at least thirty (30) days prior to the date on which the same become delinquent or past due. Borrower shall procure and deliver to Lender in advance statements for such charges. Payments for such purposes may be made by Lender at its discretion, even though subsequent owners of the Mortgaged Premises may benefit thereby. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand by Lender, Borrower shall deliver and pay over to Lender from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable Lender to fully pay any of the items hereinabove mentioned as they become payable. If any Event of Default (as hereinafter defined) occurs under the terms of this mortgage, any part or all of the balance of said amounts received by Lender pursuant to the foregoing may be applied to any part of the Indebtedness in the discretion of Lender and in refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. The obligations of Borrower pursuant to covenants contained in this mortgage relating to taxes and assessments shall not be affected by this subsection

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(b) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this subsection.

3.3 Insurance.

(a) Required Coverage. Borrower shall procure, deliver to, and maintain for the benefit of Lender as an additional insured to the extent of the balance of the Indebtedness during the continuance of this mortgage and until the same is fully satisfied and released, the following insurance policies:

(1) "All-Risk" casualty insurance policies insuring the buildings, structures, improvements and fixtures now existing or hereafter constructed upon the Mortgaged Premises and upon all tracts thereof, against all loss or damage occasioned by casualties which, under good insurance practice, are commonly insured against for buildings, structures and improvements of like character in Cook County, Illinois. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost of such buildings, structures and improvements, without deduction for depreciation, as determined by Lender from time to time, and in any event not less than \$14,500,000.00;

(2) Rent insurance against loss arising out of the perils insured against in the policy or policies referred to in subsection (1) above in an amount equal to not less than one year's gross revenue from the operation and rental of all improvements now or hereafter forming part of the Mortgaged Premises based upon one hundred percent (100%) occupancy of such improvements less any allocable charges and expenses which do not continue during the period of restoration;

(3) Insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the buildings and improvements forming part of the Mortgaged Premises, in an amount satisfactory to Lender, such policies also to insure against physical damage to such buildings and improvements arising out of an accident covered thereunder;

(4) Insurance on the items described in Sections 1(a) and 5 hereof and any replacements and substitutions therefor (hereinafter sometimes collectively referred to as the "Equipment") against loss or damage by fire and other hazards presently included in so-called "extended coverage" policies and against vandalism and malicious mischief in an amount satisfactory to Lender, but in any event in such amount as is necessary to preclude the Borrower from being a co-insurer; provided, however,

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that such insurance shall be required only to the extent, if any, that any such item of Equipment is not covered by the insurance referred to in (1) above;

(5) Comprehensive general public liability and property damage coverage with a broad form coverage endorsement and a combined single limit of at least \$1,000,000.00; and

(6) Such other insurance on the Mortgaged Premises, the buildings and improvements forming a part thereof and the Equipment (as hereinafter defined), and any replacements or substitutions therefor, and in such amounts as may from time to time be reasonably required by the Lender against other insurable hazards and perils which at the time are commonly insured against for buildings, structures, improvements and equipment of like character in Cook County, Illinois, due regard being given to the height and type of the buildings and improvements, and their construction, location, use and occupancy.

(b) Form of Policies. All policies of insurance required hereunder shall be in such form, companies, and amounts as may be reasonably acceptable to Lender, shall be kept on deposit with Lender, and shall contain a non-contributory standard mortgagee clause acceptable to Lender, with loss payable to Lender, a lender's loss payable endorsement, a waiver of subrogation endorsement, and a replacement cost endorsement or equivalent clauses or endorsements acceptable to Lender. In any case where insurance covering any Tract is furnished by the Lessee of such Tract under a "blanket" policy covering such Tract, together with other property owned or leased by such Lessee, Borrower shall deliver to Lender (1) an original Certificate evidencing such insurance coverage, together with (2) a copy certified by the insurer as a true and complete copy of such "blanket" policy, both certificate and policy to show the amount of coverage applicable to such Tract. Borrower shall promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Lender renewals of such policy or policies at least fifteen (15) days prior to the expiration dates thereof, said policies and renewals to be marked "paid" by the issuing company or agent. Upon Borrower's failure to comply with the requirements of this Section 3.3, Lender may, in its discretion, procure any insurance required hereunder in the amounts required pursuant to the terms and provisions of this instrument and pay the premiums due therefor, and any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof, and shall be secured by this mortgage. The delivery to Lender of any policy of insurance hereunder or renewals thereof shall constitute an assignment to Lender of all unearned premiums thereon as further security for the payment of the Indebted-

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ness. If any foreclosure action or other proceeding hereunder is successfully maintained by Lender, all right, title, and interest of Borrower in or to any policy or policies of insurance then in force shall vest in Lender insofar as such policy or policies apply to the Mortgaged Premises.

(c) Application of Loss Proceeds. In the event of any loss or damage, in excess of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), Borrower shall give immediate notice thereof to Lender, and Lender may make proof of such loss or damage, if the same is not promptly made by Borrower or if the Lender deems it desirable to do so. In the event of such loss or damage: (1) all proceeds of insurance shall be payable to Lender to the extent of the full amount of the principal and interest then remaining unpaid secured hereby, (2) any affected insurance company is authorized and directed to make payment thereof directly to Lender to the extent of the full amount of the principal and interest then remaining unpaid secured hereby and (3) Lender is authorized and empowered to settle, adjust, or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. Borrower agrees to execute upon demand by Lender all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of the aforementioned authorizations. All such insurance proceeds may, at the sole discretion of Lender, except as hereinafter provided, be (i) applied to the restoration, repair, replacement, or rebuilding of the Mortgaged Premises, or (ii) applied to the payment of the last maturing installment or installments of the Indebtedness (whether or not then due and payable); or (iii) used to perform any of the covenants contained herein as Lender may determine; or (iv) paid over to the Borrower, on such terms and conditions as the Lender in its discretion may specify, to be used to repair the buildings, structures, improvements or Equipment, or to build or install new ones in their place, or for any other purpose or object satisfactory to the Lender, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender agrees that, so long as Borrower is not in default in the making of any payment or the performance of any covenant hereunder at the time of any such loss, Lender shall make such proceeds of insurance available for repair and restoration as provided in (iv) above, upon such terms and conditions referring to disbursement of funds, certification and inspection of work, production of lien waivers and title insurance coverage as Lender in its discretion may specify. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. In the event that such insurance proceeds are made available for repair, restoration or rebuilding of the Mortgaged Premises, any portion of such proceeds not used in such repair, restoration, rebuilding

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or building shall be applied to the payment of the Indebtedness, as provided above.

(d) Insurance Escrow Payments. If at any time (i) any Event of Default under this mortgage shall occur or (ii) New York Life Insurance Company shall cease to have a more than 50% interest (whether directly or indirectly) in the beneficiary of Borrower, Borrower shall thenceforth pay to Lender, on dates on which interest is payable, such amounts as Lender from time to time estimates to be necessary to create and maintain a reserve fund from which to pay premiums for insurance as herein covenanted to be furnished by Borrower. Borrower shall procure and deliver to Lender in advance statements for such charges. Payments for such purposes may be made by the Lender at its discretion, even though subsequent owners of the Mortgaged Premises may benefit thereby. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. If any Event of Default occurs under the terms of this mortgage, any part or all of the balance of said amounts received by Lender pursuant to this subsection (d) may be applied to any part of the Indebtedness in the discretion of Lender and in refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. The obligations of Borrower pursuant to covenants contained in this mortgage relating to insurance shall not be affected by this subsection (d) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this subsection.

3.4 Maintenance, Repairs, Restoration, Compliance with Laws.

(a) Maintenance and Repair. Borrower shall keep and maintain the Mortgaged Premises in good order, condition and repair and will make, regardless of the availability of insurance proceeds, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen, repairs, restorations and maintenance, including any replacements, necessary or appropriate including, without limitation, repairs of damage or destruction caused by fire or other casualty or as the result of any taking under the power of eminent domain. Borrower shall give Lender immediate written notice of any damage or destruction to the Mortgaged Premises caused by fire or other casualty, which (i) exceeds the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in amount, or (ii) is of such value or of such extent as to give any tenant under any lease of part or all of any Tract the right to terminate such lease, including any damage or destruction as

aforesaid which would, if not repaired within a time period stated in such lease, give such tenant the right to terminate such lease. Borrower will suffer or commit no waste to the Mortgaged Premises or any portion thereof. All repairs and maintenance required of Borrower must satisfy Lender as being of first-class quality and shall in all respects be in compliance with all matters and things provided in subsection 3.4(b); and with respect to any such proposed action, Borrower shall comply with all requirements which may be imposed by Lender, including, without limitation, the furnishing of additional title insurance against liens, architectural inspections and certificates, and the furnishing of security guaranteeing the completion of all such work. Borrower shall not cause, suffer or permit the construction of any buildings, structures, or improvements on the Mortgaged Premises without the prior written consent of the Lender to the proposed action as well as to the plans and specifications relating thereto. None of the buildings, structures, or improvements now or hereafter erected or located on the Mortgaged Premises shall be removed, demolished or substantially or structurally altered in any respect, without the prior written consent of Lender. Borrower shall, however, have the right, at any time and from time to time, to remove and dispose of any equipment or appliances which may have become obsolete or unfit for use or which is no longer useful in the operation of said Mortgaged Premises, provided that Borrower promptly replaces any such equipment or appliances so removed or disposed of with other equipment and appliances, of at least equal usefulness and quality, subject to the lien and security interest of this mortgage and free of superior title, security interest, liens or claims. Lender and any person authorized by Lender shall have the right, but not the obligation, to enter upon and inspect the Mortgaged Premises at all reasonable times.

(b) Compliance with Laws. Borrower shall promptly comply or cause compliance with all restrictions affecting the Mortgaged Premises and with all present and future laws, ordinances, rules, regulations and other requirements, including, without limitation, pollution controls and environmental protection laws of all governmental authorities with respect to the Mortgaged Premises or any portion thereof or the use or occupation thereof. Borrower shall have the right to contest the validity or application of any such laws, ordinances, rules, regulations and other requirements by appropriate legal proceedings, as long as (1) such legal proceedings shall be prosecuted with diligence by Borrower and shall operate to prevent the taking of the Mortgaged Premises by any governmental authority, and (2) Borrower shall have deposited with the Lender an amount, with such subsequent additions thereto as may reasonably be deemed necessary by Lender, sufficient in Lender's opinion to pay any fines, penalties, charges and interest thereon which in Lender's

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opinion may be awarded or assessed or which may become a charge or lien upon the Mortgaged Premises.

3.5 Sale, Assignment, Further Encumbrance and Other Liens and Charges.

(a) Borrower. Borrower covenants and represents that, as of the date hereof, the sole beneficiary of Borrower, with sole and complete power of direction over Borrower, is Corm-Nautilus Associates, a joint venture formed under the laws of the State of Illinois ("Beneficiary"), by its venturers, CORM Associates ("Corm"), an Illinois general partnership, and New York Life Insurance Company ("New York Life"), a New York corporation. Borrower has been appropriately directed to, and Borrower shall, give immediate written notice to Lender of the receipt by Borrower of any directions to convey, assign or transfer any legal or beneficial interest in the Mortgaged Premises or in Borrower to any third party, or of any conveyance, assignment or transfer by operation of law of any legal or beneficial interest in the Mortgaged Premises or in Borrower, or of any contract, lease, option or mortgage to accomplish such conveyance, assignment or transfer.

(b) Prohibition on Transfer of Ownership and Beneficial Interests. Except as specifically permitted pursuant to the terms and conditions of subsection 3.5(c), it shall be an Event of Default hereunder, and Lender, at its option, shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest under the Note, together with a prepayment premium as provided in the Note, to be immediately due and payable without notice to Borrower, if:

(1) Borrower shall, without the prior written consent of Lender, sell, contract to sell on an installment basis, transfer, convey, or assign the legal title to all or any portion of the Mortgaged Premises, whether by operation of law, voluntarily, or otherwise; or

(2) Beneficiary shall, without the prior written consent of Lender, sell, contract to sell on an installment basis, transfer, convey, or assign the beneficial interest, or any part thereof, in Borrower (including a collateral assignment thereof), whether by operation of law, voluntarily, or otherwise; or

(3) There shall occur any change in the ownership or control of Beneficiary.

(c) Permitted Transfers of Ownership and Beneficial Interests. Notwithstanding the provisions of subsection 3.5(b)

above, the following transfers or assignments may be made without Lender's prior written consent, but only in accordance with the following stated conditions:

(1) Sale of Individual Tracts. Borrower shall have the right from time to time to convey to a third-party purchaser fee title to any individual Tract upon compliance with the following conditions:

(i) Before the making of any such conveyance Borrower shall advise Lender in writing of the proposed sale and shall furnish to Lender such information and documentation regarding such sale, including the purchase price, as Lender may reasonably request; and

(ii) Lender shall make a determination in its sole discretion, whether the Tracts remaining after such conveyance constitute acceptable security for the Indebtedness. On the basis of such determination, Lender shall exercise one of the following options:

(A) If the remaining Tracts are acceptable security, Lender agrees to release the Tract to be conveyed from the lien of this mortgage without requiring any prepayment of the Indebtedness under the Note;

(B) If the remaining Tracts are not acceptable security, Lender may require Borrower, and Borrower agrees, either

1. to prepay principal of the Note in such amount as Lender, in its reasonable judgment, shall deem to represent the proportional amount of the Indebtedness secured by such Tract, together with a prepayment premium as provided in section II of the Note; or

2. to Grant to Lender as additions to the Mortgaged Premises under this Mortgage, to secure the Indebtedness, one or more parcels of real property, together with buildings and other improvements thereon and fixtures, and other appurtenances thereto, which Lender, in its sole discretion, shall deem acceptable substitutions for the Tract to be conveyed;

in either of which cases Lender agrees to release the tract to be conveyed from the lien of this mortgage; and

(2) Transfer of Partnership Interests. The following transfers or assignments of partnership interests may be made by the members of Beneficiary:

(i) Corm and New York Life may transfer between themselves all or portions of their respective joint

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venture interests in Beneficiary; provided, however, that in the event of any transfer from New York Life to Corm, Corm shall demonstrate to Lender's reasonable satisfaction that Corm is financially capable of owning and operating the Mortgaged Premises;

(ii) William P. Curto, Paul G. Reynolds, John J. Oelerich, Marilyn T. Fry, C. L. Botthof, Jr., Douglas D. Reed, LaGrange State Bank as Trustee under a Trust Agreement dated September 25, 1971 and known as Trust No. 1550 and LaGrange State Bank as Trustee under a Trust Agreement dated September 25, 1971 and known as Trust No. 1551, the general partners of Corm (and sometimes hereinafter referred to as "General Partners"), may:

(A) transfer among themselves up to ninety percent (90%) of the partnership interests in Corm; and may

(B) transfer, by sale or by inter vivos gifts, their respective partnership interests in trust for their own benefit or that of members of their immediate families (spouses, lineal descendants or spouses of lineal descendants); provided, however, that if General Partners are not the trustees of such inter vivos trusts, General Partners shall remain the owners of not less than ten percent (10%) of the partnership interests in Corm;

(iii) The General Partners, or any of them, may make testamentary or intestate transfers of their partnership interests to members of their respective immediate families;

(iv) Upon the disability of a General Partner, the partnership interest of such General Partner may be transferred to a conservator pursuant to court order;

(v) New York Life may transfer its joint venture interest in Beneficiary either voluntarily or by operation of law:

(A) to any firm or corporation controlling or controlled by or under common control with New York Life;

(B) required by order of any governmental agency or competent jurisdiction; or

(C) necessary to conform to the corporate charter establishing New York Life; and

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(vi) Corm may transfer its joint venture interest in Beneficiary to:

(A) a general partnership of which Messrs. William P. Curto, John J. Oelerich and Paul G. Reynolds own at least fifty-one percent (51%) of the partnership interests; or

(B) a corporation of which Messrs. William P. Curto, John J. Oelerich and Paul G. Reynolds own at least fifty-one percent (51%) of all authorized and issued voting stock and debentures;

PROVIDED, HOWEVER, that, with respect to any permitted transfer of partnership interests as provided in (i), (ii), (iii), (iv), (v) or (vi) of this section 3.5(c)(2):

(I) Prior to any such transfer, the proposed documents of transfer shall be submitted to Lender, and, within ten (10) business days following the making of such transfer, copies of the executed documents of transfer shall be delivered to Lender; and

(II) No transfer permitted under section 3.5(c)(2) shall be used to circumvent a transfer which is forbidden under section 3.5(b).

(d) Prohibition on Further Encumbrances. Borrower covenants and agrees that this mortgage is and will be maintained as a valid first lien on the Mortgaged Premises, and that Borrower will not, without the prior written consent of Lender, directly or indirectly, create, suffer or permit to be created or filed against the Mortgaged Premises, or any portion thereof, or against the rents, issues and profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges described in Section 3.2 above), or against the beneficial interest in Borrower, any mortgage lien, security interest, or other lien or encumbrance superior or inferior to the lien of this Mortgage, except the lien of current general taxes duly levied and assessed but not yet due and payable. If Borrower shall suffer or permit, without the prior written consent of Lender, any other superior or junior lien to be attached to the Mortgaged Premises or to the beneficial interest in Borrower, and such lien shall not be promptly released, or bonded or insured over to Lender's satisfaction, such shall constitute an Event of Default hereunder, and the Lender, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Borrower, together with a prepayment premium as provided in the Note.

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(e) Consent Not a Waiver. Any consent by Lender to, or any waiver by Lender of, an Event of Default under subsection 3.5(b), 3.5(c) or 3.5(d) hereof, shall not constitute a consent to, or a waiver of any right, remedy or power of the Lender upon, a subsequent Event of Default under subsection 3.5(b), 3.5(c) or 3.5(d).

If, notwithstanding the prohibitions in subsection 3.5(b), Lender gives its consent to any sale, assignment or other transfer of the Mortgaged Premises or of any beneficial interest in Borrower, Borrower agrees that such buyer, assignee or transferee of any interest referred to in subsection 3.5(b) shall agree to perform all obligations hereunder of his or its seller, assignor or transferor.

(f) Mechanic's Liens; Utility Charges. Borrower shall keep and maintain the Mortgaged Premises free from all liens and encumbrances, whether claimed by operation of law or by virtue of any expressed or implied contract, of persons supplying labor or materials, or both of them, entering into the construction, modification, repair, restoration or maintenance of the Mortgaged Premises or any portion thereof. If any such liens shall be filed against the Mortgaged Premises, Borrower agrees to discharge the same of record within thirty (30) days after Borrower has notice thereof, provided, however, Borrower shall have the right, at Borrower's sole expense, to contest the validity of any such liens asserted by persons allegedly supplying such labor and materials by appropriate legal proceedings as long as (1) such legal proceedings shall be diligently prosecuted and shall operate to prevent the collection of such liens so contested and the sale of the Mortgaged Premises or any part thereof to satisfy the same, and (2) Borrower shall deposit an amount reasonably satisfactory to Lender to be held by Lender without the payment of interest or to be held by an appropriate court or other governmental authority or title insurance company satisfactory to Lender until such contested liens are removed of record or are satisfied. Borrower shall pay promptly when due all charges for utilities or services, including but without limitation, any charges for electricity, gas, water, and sewer, and all license fees, rents, and other charges for the use of vaults, canopies, or other appurtenances to the Mortgaged Premises. In the event Borrower fails to pay promptly all such charges described above, Lender may, but shall not be obligated to, pay same and any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof and shall be secured by this mortgage. Borrower agrees that Lender is under no obligation to inquire into or establish the validity of any liens or claims of lien or interest before making advances to satisfy or settle all or any part of said claims.

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(g) Legal Proceedings. If any action or proceeding shall be instituted with respect to the Mortgaged Premises or any part thereof or this mortgage, Borrower will, immediately upon service thereof on or by Borrower, deliver to Lender a true copy of each petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(h) Reasonableness of Provisions. With respect to the provisions of subsections 3.5(b), 3.5(c) or 3.5(d), Borrower acknowledges that, in determining whether or not to make the loan secured hereby, Lender has examined the credit-worthiness of Borrower and Beneficiary, found it acceptable and relied and continues to rely upon same as the means of repaying the loan. Lender also evaluated the background and experience of Borrower and Beneficiary in owning and operating property such as the Mortgaged Premises, found them acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Premises which is Lender's security for the loan. Beneficiary is well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and provisions of the loan, including this provision. Borrower recognizes that Lender is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate of a loan, the security for which is purchased by a party other than the original Borrower. Borrower and Beneficiary further recognize that any secondary or junior financing placed upon the Mortgaged Premises (1) may divert funds which would otherwise be used to pay the Note, (2) could result in acceleration and foreclosure by any such junior lender which would force Lender to take measures and incur expenses to protect its security, (3) would detract from the value of the Mortgaged Premises should Lender come into possession thereof with the intention of selling same, and (4) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear title to the Mortgaged Premises.

In recognition of such considerations and for the purposes of (i) protecting Lender's security, both of the repayment by Borrower and value of the Mortgaged Premises, (ii) giving Lender the full benefit of its bargain and contract with Borrower, (iii) allowing Lender to raise the interest rate and/or collect assumption fees and (iv) keeping the Mortgaged Premises free of any subordinate financing liens, Borrower has agreed to the provisions of subsections 3.5(b), 3.5(c) and 3.5(d), and agrees that, if such provisions may be deemed a restraint on alienation, they are reasonable restraints.

3.6 Impairment of Security.

(a) Without limitation of any other provisions hereof, Borrower shall not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Premises without the prior written consent of Lender; any such assignment made without Lender's prior written consent shall be null and void and of no force and effect, and the making thereof shall at the option of Lender constitute an Event of Default under this mortgage. Without limitation of the foregoing, Borrower will not without the prior written consent of Lender in any other manner impair the security of this mortgage for the payment of the Indebtedness, it being understood that any such impairment shall at the option of Lender also constitute an Event of Default hereunder.

(b) Lender shall have the power (1) to institute, become a party to, and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or in violation of this mortgage; (2) to preserve or protect its interest in the Mortgaged Premises and in the rents, issues, profits and revenues arising therefrom; and (3) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Lender, and all reasonable costs and expenses incurred by the Lender in connection therewith (including, without limitation, reasonable attorneys' fees) shall be paid by Borrower to Lender on demand, with interest at the rate specified in Section 6.6 hereof, and shall be additional Indebtedness.

3.7 Lease Conditions and Assignment of Leases and Rents.

(a) Borrower shall observe and perform all covenants, conditions, and agreements in any lease now or hereafter affecting the Mortgaged Premises, or any portion thereof, on the part of Borrower to be observed and performed. If Borrower shall default in the performance of any of the terms, covenants, conditions, or obligations imposed upon Borrower by any such lease and such default, if it remains uncured or uncontested by Borrower, would give the lessee the right to terminate or cancel said lease or make monetary advances and offset the same against future rentals, then Lender shall have the right, following notice to Borrower of such default as provided in section 6.1(b) hereof and Borrower's failure to cure such default within the period provided for cure in said section 6.1(b), to accelerate the maturity

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of the Indebtedness, in which event the whole of the Indebtedness, including all advances and payments by Lender hereunder, shall be immediately due and payable and collectible by foreclosure or otherwise without further notice or demand, and Lender shall have the right to take such action as Lender deems necessary or advisable to cure such default of Borrower; provided, however, that Lender shall have no right to accelerate the maturity of the Indebtedness if Borrower shall, within thirty (30) days after Lender has given such notice provided under section 6.1(b), either (1) partially pre-pay the Indebtedness in an amount equal to the greater of (i) seventy-five percent (75%) of the market value of the Tract affected by such lease, together with a prepayment premium as provided in section II of the Note, or (ii) the amount determined by Lender in its reasonable judgment to represent the proportional amount of the Indebtedness secured by such Tract, or (2) mortgage to Lender, as substitute security for such Tract an additional parcel or parcels of real property, with all buildings and improvements thereon, or grant to Lender such other security, as Lender shall find to be acceptable substitute security for the Tract on which Borrower's default has occurred. In either case, Lender shall partially release such Tract on which such default has occurred from the lien of this Mortgage. In the event of a partial prepayment as provided in (1) above, the market value of the Tract shall be determined in the same manner as provided in section 2.6 hereof.

(b) Borrower will upon request from Lender, from time to time (1) furnish to Lender a statement in such reasonable detail as Lender may request, certified by Borrower, of all leases and subleases relating to the Mortgaged Premises and (2) furnish to Lender the original or duplicate original executed counterparts of any and all such leases and subleases.

(c) Borrower will not, without the prior written consent of Lender, lease all or any part of the said Mortgaged Premises except upon a form of lease approved by Lender.

(d) In order to further secure payment of the Note and the observance and performance of Borrower's obligations hereunder, Borrower hereby assigns, transfers, and sets over to Lender all of Borrower's right, title, and interest in, to, and under all of the leases now or hereafter affecting any part of the Mortgaged Premises and in and to all of the rents, issues, profits, and other benefits now or hereafter arising from any part of the Mortgaged Premises. Unless and until an Event of Default shall have occurred and shall have continued beyond applicable grace or cure periods, if any, contained herein, Borrower shall be entitled to collect the rents, issues, profits and other benefits of the Mortgaged Premises (except as otherwise

provided in this mortgage) as and when they become payable. Borrower shall execute and deliver such further instruments evidencing the assignment of leases and rents, issues, profits and other benefits of the Mortgaged Premises as may reasonably be requested by Lender. Lender shall be liable to account only for rents, issues, profits, and other benefits of the Mortgaged Premises actually received by Lender pursuant to the provisions of this mortgage.

(e) In the event of default hereunder and subject to other applicable provisions of this Mortgage, Lender, at its option, is authorized to foreclose this mortgage subject to the rights of any lessees of the Mortgaged Premises, and the failure to make such lessees parties to any foreclosure proceedings and to foreclose such lessees' rights will not constitute, or be asserted by Borrower to constitute, a defense to any proceedings instituted by Lender to collect the sums secured hereby.

3.8 Books and Records; Financial Statements.

Borrower shall keep or cause to be kept proper books and records with respect to the Mortgaged Premises and operations thereof in accordance with generally accepted accounting principles consistently applied on a year-to-year basis. Lender shall have the right to examine and, at Borrower's expense, audit the books of account of Borrower and the statements furnished by Borrower pursuant to this Section 3.8 (which books, records and statements, and the data used as a basis for their preparation, shall be kept and preserved for at least 5 years, but in the event of any dispute, such records shall be retained until the final determination of such dispute) and to discuss the affairs, finances and accounts of Borrower and to be informed as to the same by Borrower's partners, all at such reasonable times and intervals as Lender may desire. To facilitate such audit, Borrower shall keep and preserve its records within one hundred (100) miles of the Mortgaged Premises, and shall permit Lender or its representatives to make copies and excerpts therefrom and to do anything that may be reasonably necessary to enable Lender to make a full and complete audit with respect to the Mortgaged Premises and operations thereof. Borrower shall furnish to Lender within ninety (90) days following the end of each fiscal year of the Borrower a statement of annual income and expenses, in detail satisfactory to Lender, in connection with the Mortgaged Premises, together with a certified rent roll and other supporting data reasonably requested by Lender. Each such statement shall be reasonably detailed, and shall be certified by a certified public accountant who is a member of the American Institute of Certified Public Accountants. Borrower's fiscal year currently ends on December 31 of each calendar year. Borrower shall promptly advise Lender of any change in Borrower's fiscal year.

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3.9 Management and Use of Premises; Licenses; Compliance with Laws; Prohibition of Certain Liens.

(a) Use of Mortgaged Premises. Borrower shall at all times operate the Mortgaged Premises as first-class industrial buildings. Borrower represents and covenants that the industrial buildings located upon and forming part of the Mortgaged Premises are fully equipped in a manner appropriate for first-class industrial buildings; and Borrower shall, from time to time and as is necessary and appropriate, maintain, replace and repair such equipment as is necessary to operate first-class industrial buildings. Borrower shall not hereafter acquire any fixtures, equipment, furnishings or apparatus covered by this mortgage subject to any security interest or other charge or lien taking precedence over this mortgage. At no time shall Borrower file a declaration of condominium affecting the Mortgaged Premises or take any other steps to convert the Mortgaged Premises or subject the Mortgaged Premises to the jurisdictions of the Illinois Condominium Act.

(b) Licenses and Compliance with Laws. Borrower shall at all times cause the Mortgaged Premises to be in compliance with the representations and covenants stated in Sections 2.5 and 2.6 hereof.

(c) Acquisition of Personalty. Borrower shall not make, suffer or permit, without the prior written consent of Lender any purchase, conditional sale, lease or agreement (except those made by a tenant) under which title is reserved in the vendor of any fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings, structures or improvements on the Mortgaged Premises. Borrower shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Lender to confirm the lien of this mortgage on any fixtures, machinery, apparatus and equipment described herein.

3.10 Taxes on Lender.

(a) In the event of the passage after the date of this mortgage of any law of the State of Illinois, the United States of America, or any other governmental authority deducting from the value of real estate for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages or the manner of collection of any such taxation so as to affect this mortgage, the holder of this mortgage shall have the right to give thirty (30) days' written notice to Borrower requiring the payment of the debt secured hereby, and said debt shall become due and payable imme-

diately upon the expiration of said thirty (30) days; provided that such requirement of payment shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby accruing to Lender and the Indebtedness, and if Borrower does pay such tax prior to the date upon which payment is required by such notice. The foregoing shall not apply to federal income taxes imposed upon Lender.

(b) If it is hereafter claimed that any tax or other governmental charge or imposition is due, unpaid, or payable by Borrower or Lender upon the indebtedness (other than income tax on the interest or prepayment fee receivable by Lender with respect thereto), including any recording tax, documentary stamps or other tax or imposition on the Note or this mortgage, or any other instrument securing the Indebtedness, Borrower will forthwith pay such tax, charge or imposition and within a reasonable time thereafter deliver to Lender satisfactory proof of payment thereof.

3.11 Use of Loan Proceeds.

(a) Business Loan. Borrower covenants and agrees that all of the proceeds of the Note secured by this mortgage will be used solely for business purposes and in furtherance of the regular business affairs of the Borrower, and the entire principal obligation secured hereby constitutes a "business loan" as that term is defined in, and for all purposes of, Section 4(1)(c) of paragraph 6404, Chapter 17 of the Illinois Revised Statutes.

(b) Usury. All agreements between Borrower and Lender (including, without limitation, this mortgage, the Note, and any other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the Indebtedness, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, the Lender shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the Indebtedness (whether or not then due and payable) and not to the payment of interest.

(c) Regulation G. Borrower covenants and agrees that it shall constitute a default hereunder if any of the proceeds of the loan for which the Note is given will be used, or were used, as the case may be, for the purpose (whether immediate, incidental, or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation G (12 CFR Part 207) of the Board of Governors of the Federal Reserve System or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

3.12 Evasion of Prepayment Premium. In the event that maturity of the Indebtedness is accelerated by Lender because of an Event of Default hereunder, and a tender of payment is made by or on behalf of Borrower in an amount necessary to satisfy such indebtedness at any time prior to judicial confirmation of a foreclosure sale, such tender shall constitute a prepayment under the Note and shall require payment of the Default Prepayment Premium provided for in the Note and shall be treated as a prepayment thereunder. The Default Prepayment Premium shall be payable at any time that the maturity of the Indebtedness is accelerated by the holder hereof regardless of whether the undersigned has the right at such time to make a voluntary prepayment of the Indebtedness pursuant to the terms and provisions of the Note.

3.13 Recorded Instruments. Borrower shall promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises, non-compliance with which might affect the security of this mortgage or impose any duty or obligation upon Borrower or upon any owner, lessee or occupant of the Mortgaged Premises, or any part thereof, and Borrower shall do or cause to be done all things reasonably necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

3.14 Indemnity; Payment of Charges. Borrower shall promptly (a) pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed for the use of any ramps, vaults, chutes, areas and other space adjoining or near the Mortgaged Premises, and (b) cure any violation of law and comply with any order of any governmental authority, agency or instrumentality in respect of the repair, replacement or condition of the ramps, sidewalks, curbs or any vaults, chutes, areas or other space described in clause (a) above, adjoining or near said Mortgaged Premises. In the event of any default under either clause (a) or (b) of the preceding sentence, Lender may, but shall not be obligated to, pay any and all such fees or similar charges, with penalties and interest thereon, and the charges for such repair or replacement; and all monies expended by Lender in connection therewith (including, but

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not limited to, reasonable legal fees and costs), shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof until paid and shall be secured by this mortgage.

3.15 Estoppel Certificates. At any time upon not less than ten (10) days' prior written request by Lender, Borrower shall deliver to Lender, or to any person designated by Lender, a written statement executed and acknowledged in recordable form certifying: (a) that this mortgage, the Note, and the Loan Documents are in full force and effect (or, if there have been modifications, that this mortgage, the Note and the Loan Documents are in full force and effect as modified and stating the modifications); (b) the date to which the indebtedness and all other charges secured hereby have been paid; (c) that, to the best of Borrower's knowledge, neither Borrower nor Lender is in default under the mortgage, the Note, or the Loan Documents (or, if such a default exists, stating those claimed); (d) that there are no offsets or defenses to the payment of the sums secured hereby (or, if there are any such offsets or defenses, specifying such offsets or defenses); and (e) such other information as Lender may reasonably require.

3.16 Additional Acts, Etc. Borrower will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall reasonably require for accomplishing the purposes of this mortgage and the Borrower shall pay the costs of filing fees, recording fees, searches, reasonable attorneys' fees and other costs relating to the foregoing.

3.17 Subordination of Property Manager's Lien. Borrower shall exert its best efforts to include in any property management agreement for the Mortgaged Premises, whether now in effect or entered into hereafter by Borrower with a property manager, a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that he or anyone claiming through or under him may have pursuant to Ill. Rev. Stat. ch. 82, § 1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of Cook County, Illinois. In addition, Borrower shall cause the property manager to enter into a subordination agreement with Lender, in recordable form, whereby the property manager subordinates his present and future lien rights and those of any party claiming by, through or under him, to the lien of this mortgage.

3.18 Lost Note. Borrower shall, if the Note is mutilated, destroyed, lost or stolen, deliver to Lender, in substitution

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therefor, a new promissory note containing the same terms and conditions as the Note with a notation thereon of the unpaid principal and accrued interest.

4. CONDEMNATION AND EMINENT DOMAIN.

4.1 If all or any substantial part of any Tract of the Mortgaged Premises is damaged, taken, or acquired either temporarily or permanently as a result of any condemnation proceeding or by exercise of the power of eminent domain, or by the alteration of the grade of any street affecting such Tract, or by private agreement or sale in lieu of any of the foregoing, any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Indebtedness, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Borrower, and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may, at the option of Lender and after the payment of all its expenses in connection with the foregoing proceedings: (a) be retained and applied, in whole or in part, to the Indebtedness, in such manner as Lender may determine, or (b) be used to fulfill any of the Borrower's covenants contained herein as Lender may determine, or (c) be used to replace or restore the property to a condition satisfactory to Lender, or (d) be released, in whole or in part, and on such terms and conditions and according to such procedures as Lender may require, to Borrower for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged, or destroyed as the result of such taking, alteration, or proceeding, provided that Lender shall not be obligated to see to the application of any amounts so released. Lender agrees that, so long as Borrower is not in default in the making of any payment or the performance of any covenant hereunder at the time of such damage, taking or acquisition, which shall occur before September 1, 1991, Lender shall make such award or payment available for alteration, restoration or rebuilding as provided in (d) above, upon such terms and conditions referring to disbursement of funds, certification and inspection of work, production of lien waivers and title insurance coverage as Lender in its discretion may specify, provided that Borrower shall have furnished evidence satisfactory to Lender that such alteration, restoration or rebuilding is architecturally and commercially feasible to render the affected Mortgaged Premises again one or more first-class industrial buildings. For the purposes of this Section 4.1, reference to a "substantial part" of the Mortgaged Premises means any portion of the land or any building, the loss of which, in Lender's reasonable judgment, would materially adversely affect the value of the security granted to Lender hereby. In the event that such award is

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applied in whole or in part to pay the Indebtedness as provided in (a) above, no prepayment premium shall be payable.

5. SECURITY AGREEMENT; FINANCING STATEMENT.

5.1 Security Agreement.

(a) Grant of Security Interest. In addition to and not in substitution for any other interest granted herein, Borrower hereby grants to Lender an express security interest in, and mortgages to the Lender, all of its right, title and interest in and to the items and types of property, whether fixtures or other goods, owned by the Borrower which are described in subsection (b) below (hereinafter the "Equipment"), whether now or hereafter erected on or placed in or upon the Mortgaged Premises or any part thereof, and all replacements thereof, additions and accessions thereto, and products and proceeds thereof, to further secure the payment of the Note, the payment of all other sums due from the Borrower to the Lender, and the performance by Borrower of all the covenants and agreements set forth herein. Borrower warrants and covenants that, except for the security interest granted hereby and other interests, if any, stated in Exhibit B attached hereto, Borrower is the owner of the Equipment free from any adverse lien, security interest or encumbrance and that Borrower has made payment in full for all such Equipment; and Borrower will defend and protect the Equipment against all claims and demands of all persons at any time claiming the Equipment or any interest therein. Borrower will upon request from Lender deliver to Lender such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Lender may reasonably request.

(b) Property Covered. The security interest hereby granted to Lender shall cover the following types or items of property now or hereafter owned by the Borrower and used in connection with, and located upon, the Mortgaged Premises: all machinery, apparatus, equipment, systems, building materials, carpeting, furnishings and fixtures, including, without limitation, all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, communications and power equipment, systems and apparatus, all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors, including any of such property stored on said Mortgaged Premises or in warehouses and intended to be used in connection with or incorporated into said Mortgaged Premises; together with all other items of personal property now or at any time hereafter owned by Borrower or Beneficiary and used in connection with the Mortgaged Premises, including, without limiting the generality of the foregoing, the items described in Section 1(d), but exclud-

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ing, however, personal property owned by tenants of the Mortgaged Premises. In addition, Borrower hereby grants to Lender an express security interest in all tenements, hereditaments, easements, appendages, licenses, privileges and appurtenances belonging or in any way appertaining to the Mortgaged Premises, and all interests in property, rights and franchises or any part thereof together with all the reversions and remainders, and to the extent permitted by law, all rents, tolls, issues and profits from the Mortgaged Premises, and all the estate, right, title, interest and claims whatsoever, at law and in equity which Borrower now has or may hereafter acquire with respect to the Mortgaged Premises and the Equipment.

(c) Additional Covenants. Borrower further covenants and agrees as follows:

(1) Transfer or pledge of the Equipment. Borrower will not sell, assign, pledge, lease, or otherwise transfer or encumber the Equipment or any interest therein without the prior written consent of Lender; and Borrower will keep the Equipment free from any adverse lien, security interest, or encumbrance other than those stated in Exhibit B. Without limitation or qualification of the foregoing, Borrower shall immediately deliver to Lender all proceeds (cash or non-cash) resulting from any sale, assignment, pledge, lease, or other transfer of any part of the Equipment, unless, in respect to each such transfer, Lender shall have agreed otherwise in writing.

(2) Assembly of the Equipment. Upon an Event of Default hereunder and acceleration of the indebtedness pursuant to the provisions hereof, Lender may at its discretion require Borrower to assemble the Equipment and make it available to Lender at a place designated by Lender which is reasonably convenient to both parties.

(3) Notice of sale. Lender shall give Borrower notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Borrower at least five (5) days before the time of the sale or other disposition, which provisions for notice Borrower and Lender agree are reasonable; provided that nothing herein shall preclude Lender from proceeding as to both real and personal property in accordance with Lender's rights and remedies in respect of the real property as provided in Chapter 26, Section 9-501(4) of the Illinois Revised Statutes.

(4) Payment of Lender's expenses. Borrower shall reimburse Lender for all reasonable costs, charges and fees,

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including reasonable legal fees incurred by Lender in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

(5) Warranties and remedies. The Equipment described herein shall be considered for all purposes a part of the Mortgaged Premises as described herein; all warranties and covenants contained in this mortgage made by Borrower, including warranties of title, shall be deemed as having been made with reference to the Equipment; all agreements, undertakings and obligations of Borrower stated herein shall apply to the Equipment, including without limitation obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance; and all remedies of the Lender in the event of any default by Borrower under the items of this mortgage or any other instrument evidencing or securing the Indebtedness shall be available to the Lender against the Equipment.

5.2 Financing Statement. Borrower agrees concurrently herewith to execute and deliver a financing statement for the purpose of Section 9-402 of the Illinois Uniform Commercial Code, Illinois Revised Statutes, Chapter 26, which shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of Cook County, Illinois.

6. EVENTS OF DEFAULT; REMEDIES

6.1 Defaults. If any one or more of the following events of default (herein collectively called "Events of Default" and each separately called an "Event of Default") shall occur, all Indebtedness, including, without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Lender become immediately due and payable without notice of demand, and may be recovered at once, by foreclosure or otherwise, provided that if such Event of Default arises from a failure to pay principal or interest upon the Note pursuant to clause (a) below, the Lender may not exercise such option without first giving Borrower written notice thereof and a period of five business days after receipt of such notice to cure such Event of Default:

(a) Failure by Borrower to pay when the same shall be due and payable, any installment of principal or interest, or both of them, under the Note or this mortgage or any deposits required by Sections 3.2 and 3.3; or

(b) The failure of Borrower or Beneficiary to observe or perform any other term, condition, covenant, agreement or representation contained herein or in the Note, or the failure of

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any representation or warranty contained herein or in any of the other Loan Documents or in any instrument or certification delivered to Lender in connection with the making of the loan to be true and accurate in all material respects, which failure is not cured within thirty (30) days after Borrower receives written notice of such default from Lender or, if such failure cannot reasonably be cured within such thirty (30)-day period, within such longer period as may be reasonably required with the exercise of due diligence to cure such failure; or

(c) The occurrence of any default in the observance or performance of any non-monetary term, condition, covenant, or agreement in any assignment of lease, assignment of rents, any other Loan Document (excluding the Note and this mortgage), or any other agreement made as additional security for the performance of the Note and this mortgage and the failure of Borrower or Beneficiary to cure such default within thirty (30) days after receipt of notice of such default from Lender; or, if such default cannot reasonably be cured within such thirty (30)-day period, within such longer period as may be reasonably required with the exercise of due diligence to cure such default; or

(d) The occurrence of any of the following events:

(1) Borrower or Beneficiary shall generally not pay its or their debts as they become due or shall admit in writing its or their inability to pay its or their debts, or shall make a general assignment for the benefit of creditors;

(2) Borrower or Beneficiary shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtor, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;

(3) Borrower or Beneficiary shall take any action, including corporate or partnership action, to authorize any of the actions set forth in subsections (1) and (2) or

(4) Any case, proceeding or other action in the nature of a bankruptcy or insolvency proceeding against Borrower or Beneficiary shall be commenced seeking to have an order for relief entered against it or them as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtor, or seeking appointment of a receiver, trustee, custodian or other

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similar official for it or for all or any substantial part of its or their property, and such case, proceeding or other action (i) results in the entry for relief against it or them which is not fully stayed within sixty (60) business days after the entry thereof or (ii) remains undismissed for a period of ninety (90) days.

6.2 Remedies. Without limitation of any other provisions hereof, upon the occurrence of an Event of Default, Lender shall have the right, at any time thereafter, at its option and without notice, without waiving or releasing Borrower from any of its obligations hereunder, to exercise any or all of the following remedies:

(a) Acceleration. Subject to the proviso ending the initial clause of Section 6.1, Lender may declare the principal balance remaining unpaid under the Note, together with all accrued interest thereon, immediately due and payable.

(b) Foreclosure. Lender may foreclose this mortgage by instituting a foreclosure suit with respect to all or any part of the Mortgaged Premises in any court having jurisdiction. Lender shall have the right to purchase all or any part of the Mortgaged Premises at any foreclosure sale.

(c) Offset Rights. Lender may apply in satisfaction of the Indebtedness or any amount at any time to become due or payable in connection with the ownership, occupancy, use, restoration or repair of the Mortgaged Premises, any deposits or other sums credited by or due from Lender to Borrower, including, without limitation, insurance proceeds, proceeds of condemnation, and funds held in escrow pursuant to Sections 3.2 and 3.3 hereof.

(d) Cure of Default. Without releasing Borrower from any obligation hereunder or under the Loan Documents, Lender shall have the right to cure any Event of Default. In connection therewith, Lender may enter upon the Mortgaged Premises and may do such acts and things as Lender deems necessary or desirable to protect the Mortgaged Premises or the leases thereof, including, without limitation:

(1) paying, purchasing, contesting or compromising any encumbrance, charge, lien, claim of lien, taxes or other charges or liabilities against the Mortgaged Premises;

(2) paying any insurance premiums; and

(3) employing counsel, accountants, contractors and other appropriate persons to assist Lender in the foregoing.

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(e) Possession of Mortgaged Premises. Lender shall have the right to take physical possession of the Mortgaged Premises and of all books, records, documents and accounts relating thereto and exercise, without interference from Borrower, any and all rights which Borrower has with respect to the Mortgaged Premises, including, without limitation, the right at Borrower's expense, to rent and lease the same and to hire a professional property manager for the Mortgaged Premises. If necessary to obtain possession as provided for herein, Lender may, without exposure to liability from Borrower or other persons, invoke any and all legal remedies to dispossess Borrower, including, without limitation, one or more actions for forcible entry and detainer, trespass and restitution. In connection with any action taken by Lender pursuant to this subsection (5), Lender shall not be liable for any loss sustained by Borrower resulting from any failure to let the Mortgaged Premises or from any other act or omission of Lender in managing the Mortgaged Premises unless caused by the willful misconduct or bad faith of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any lease or by reason of any Loan Document. Should Lender incur any such liability, the amount thereof shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand. Lender shall have full power to make from time to time all alterations, renovations, repairs and replacements to the Mortgaged Premises as may seem appropriate to Lender.

(f) Appointment of a Receiver. Lender upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver for all or any part of the Mortgaged Premises, without notice, without regard to the solvency or insolvency of the person or persons, if any, liable for the payment of the Indebtedness, and without regard to the then value of said Mortgaged Premises, whether the same shall be then occupied as a homestead or not, and Lender hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues, and profits of said Mortgaged Premises and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of said Mortgaged Premises, to the fullest extent permitted by law. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the Indebtedness and other sums secured hereby or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

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(g) Uniform Commercial Code Remedies. Lender may exercise any and all rights of a secured party with respect to the Equipment described in Section 5.1 hereof provided under the Illinois Uniform Commercial Code.

(h) Subrogation. Lender shall have and may exercise all rights and remedies of any person, entity or body politic to whom Lender renders payment or performance in connection with the exercise of its rights and remedies under the Loan Documents, including, without limitation, any rights or remedies under any mechanics' or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Premises to the extent that the sums are paid or discharged from the proceeds of the Note whether or not released of record.

(i) Other. Lender may take such other actions or commence such other proceedings as Lender deems necessary or advisable to protect its interest in the Mortgaged Premises and its ability to collect the Indebtedness as are available under applicable laws, ordinances and rules of courts having jurisdiction.

(j) Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Lender a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises by Lender.

6.3 Sums Received by Lender. All sums received by Lender under Section 6.2 above, less all costs and expenses incurred by Lender under Section 6.2, including, without limitation, reasonable attorneys' fees and disbursements, property management fees, costs of alterations, renovations, repairs and replacements made or authorized by Lender and all expenses incident to Lender taking possession of the Mortgaged Premises, and such sums as Lender deems appropriate as a reserve to meet future expenses of the Mortgaged Premises, shall be applied to the Indebtedness in such order as Lender shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

6.4 Fees and Expenses; Distribution of Foreclosure Sale Proceeds. If Lender shall incur or expend any sums, including reasonable attorney's fees, whether or not in connection with any action or proceeding to sustain the lien of this mortgage or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any Indebtedness, or on account of its being Lender hereunder or its making the loans evidenced by the Note, all such sums shall become immediately due and payable by Borrower with interest thereon as described in Section 6.6 hereof.

All such sums shall be secured by this mortgage and be a lien on the Mortgaged Premises prior to any right, title, interest, or claim, in, to, or upon the Mortgaged Premises attaching or accruing subsequent to the lien of this mortgage. Without limitation of the generality of the foregoing, in any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Lender or holders of the Note for reasonable attorneys' fees, appraisers' fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Premises, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as Lender or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Premises or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional Indebtedness secured hereby in the decree for sale.

6.5 Lender's Exercise of Rights.

(a) Effect of Modification. If Lender in one or more instances (1) grants any extension of time or forbearance with respect to the payment of any Indebtedness this mortgage; (2) takes other or additional security for the payment thereof; (3) waives or fails to exercise any right granted herein or under the Note or in any other instrument securing the Note; (4) grants, with or without consideration, any release from the lien of this mortgage of the whole or any part of the security held for the payment of the Indebtedness (whether or not such security is the property of Borrower or others); (5) agrees to any amendment or modification of any of the terms and provisions hereof or of the Note or of any other instrument securing the Note; then and in any such event, such act or omission to act shall not release Borrower, or any co-makers, sureties, or guarantors of this mortgage or of the Note, from any covenant of this mortgage or the Note or any other Loan Document, nor preclude Lender from exercising any right, power, or privilege herein granted or intended to be granted upon the occurrence of any Event of Default or otherwise and shall not in any way impair or affect the lien or priority of this mortgage.

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(b) Remedies Not Exclusive. No right or remedy of Lender under this mortgage, the Note or the other Loan Documents shall be exclusive of, but shall be in addition to, every other right or remedy under this mortgage and the Note and every other right or remedy, now or hereafter existing at law or in equity. Every such right or remedy may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. No delay in exercising or omission to exercise any right or remedy accruing on any default shall impair any such right or remedy or shall be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. A waiver of any of the terms, covenants, conditions or provisions hereof, or of the Note, or any other instrument given by Borrower to secure the Indebtedness shall apply to the particular instance and at the particular time only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this mortgage, the Note, and of such other instruments shall survive and continue to remain in full force and effect.

6.6 Interest on Advances. In the event Lender makes any advances hereunder (exclusive of advances of principal evidenced by the Note), Lender shall promptly notify Borrower of such advances and the amounts so advanced shall become immediately due and payable with interest at the rate per annum specified in section I. C. of the Note plus four percent (4%). The failure of Lender to give the notice contemplated by this Section 6.6 shall not affect the securing by this mortgage of those amounts so advanced.

6.7 Valuation and Appraisement. Borrower shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension, or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, and Borrower hereby waives the benefit of all such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold in one parcel as an entirety or in such parcels, manner or order as the Lender in its sole discretion may elect. Borrower agrees that each and all parcels, Tracts and other portions of the Mortgaged Premises, jointly and severally, secure all of the Indebtedness equally and without distinction or allocation, in pari passu, and that Lender may choose to proceed against all or any portion of the Mortgaged Premises, in its sole discretion, in order to realize any of its remedies hereunder if an Event of Default shall have occurred.

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6.8 Release and Waiver of Homestead and Equity of Redemption. To the extent allowed by applicable law, Borrower hereby releases and waives any and all rights under and by virtue of the homestead exemption laws of the State of Illinois, all rights to retain possession of the Mortgaged Premises after an Event of Default, and any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage or under any sale or statute or order, decree, or judgment of any court relating to this mortgage, on behalf of itself and each and every person acquiring any interest in or title to any portion of the Mortgaged Premises, except decree and judgment creditors of Borrower, it being the intent hereof that any and all such rights of redemption of Borrower and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, paragraph 12-125 of the Illinois Revised Statutes (1985) or other applicable law or replacement statutes.

7. GENERAL.

7.1 Modification. No change, amendment, modification, waiver, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by all of the parties hereto or their respective successors and assigns.

7.2 Notices. All notices, demands and requests given or required or desired to be given hereunder by Borrower or Lender shall be in writing and shall be delivered in person or by United States registered or certified mail, return receipt requested, postage prepaid, as follows:

To Borrower: LaSalle National Bank
Trust No. 111740
135 South LaSalle Street
Chicago, Illinois 60690

With a copy to: Corm Nautilus Associates
c/o CORM Associates
1400 East Touhy Avenue, Suite 230
Des Plaines, Illinois 60018

And to: New York Life Insurance Company
51 Madison Avenue
New York, New York 10010

Attention: Real Estate Vice President

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To Lender: John Hancock Mutual Life Insurance Company
John Hancock Place
P. O. Box 111
Boston, Massachusetts 02117

Attention: City Mortgage and Real Estate
Department

With a copy to: John Hancock Real Estate Finance, Inc.
8750 West Bryn Mawr
Suite 490
Chicago, Illinois 60631

or to such other addresses as Borrower or Lender may from time to time designate by written notice given as herein required.

Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder five (5) business days after the time such notice, demand or request shall be deposited in the mails. Personal service upon John Hancock Mutual Life Insurance Company may be made only by delivering a copy of such notice to an officer of John Hancock Mutual Life Insurance Company.

7.3 Definition of Terms. Whenever used in this instrument, unless the context shall otherwise clearly require, the term "Borrower" and the term "Lender" shall include their legal representatives, successors and assigns, as the case may be, of Borrower and Lender, and all persons claiming by, through, or under Borrower or Lender; the term "person" shall include any individual, partnership, corporation, trust, unincorporated association or government, or any agency or political subdivision thereof, or any two or more of the foregoing acting in concert; the singular shall include the plural, and the plural, the singular; and the gender used shall include the other genders.

7.4 Releases. The right is hereby reserved by Lender to make partial release or releases of the Mortgaged Premises or of any other security held by Lender with respect to all or any part of the Indebtedness, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the portion of said Mortgaged Premises not so released.

7.5 Successors and Assigns. Subject to and without limiting the provisions herein restricting or limiting Borrower's right of assignment and transfer, all of the terms, covenants, conditions, and agreements herein set forth shall be binding upon and inure to the benefit of the respective heirs, executors,

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administrators, legal representatives, successors and assigns, as the case may be, of the parties hereto.

7.6 No Merger. It being the desire and intention of the parties hereto that the mortgage and the lien thereof shall not merge in fee simple title to the Mortgaged Premises, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Mortgaged Premises or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an appropriate document duly recorded, this mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this mortgage may be foreclosed as if owned by a stranger to the fee simple title.

7.7 Assignment by Lender. Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Note to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests and options of Lender herein and in the Note contained.

7.8 Applicable Law. This mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this mortgage.

7.9 Severability. In the event that any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable or contrary to law, the remaining provisions of this Mortgage and the application of such provision or provisions to other persons or circumstances shall not be affected thereby and shall be fully effective and enforceable to the extent permitted by law.

7.10 No Partnership. Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a Lender in possession or exercising any rights pursuant to this mortgage or pursuant to any other instrument or document securing any portion of the Indebtedness or otherwise.

7.11 Subrogation. In the event the proceeds of the loan made by Lender to Borrower, or any part thereof, or any amount paid out or advanced by Lender, shall be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Premises or any part thereof, then the Lender shall be subrogated to such other lien or encumbrance and to any additional security held by

the holder thereof and shall have the benefit of the priority of all of same.

7.12 Headings. Paragraph and section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this instrument.

8. POSSESSION AND DEFEASANCE.

8.1 Possession. Until the occurrence of an Event of Default and except as otherwise expressly provided to the contrary, Borrower shall retain full possession of the Mortgaged Premises, subject, however, to all of the terms and provisions of the Loan Documents.

8.2 Defeasance. If all of the Indebtedness is paid as the same becomes due and payable and if all of the covenants, warranties, conditions, undertakings and agreements made in the Loan Documents are kept and performed, then in that event only, all rights under the Loan Documents shall terminate and the Mortgaged Premises shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby, and Lender shall release or cause to be released, such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost, and this mortgage shall be void.

Recitals of any matters or facts in any instrument executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by applicable law, such an instrument may describe the grantee as "the person or persons legally entitled thereto". Lender shall not have any duty to determine the rights of persons claiming to be rightful grantees of any of the Mortgaged Premises. When the Mortgaged Premises have been fully released, such release shall operate as a reassignment of all future rents, issues and profits of the Mortgaged Premises to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.

9. LIMITATIONS ON LIABILITY.

9.1 Limitation on Liability. In the event of any default in the payment when due of any sums owing under the terms of this Promissory Note, the Mortgage, or any of the Loan Documents, it is understood and agreed that the holder hereof shall have no right to seek or take any deficiency or monetary judgment against the undersigned or its beneficiary or against any property of any of the undersigned other than the property described in the Mortgage. It is further understood and agreed, however, that nothing contained in this paragraph shall in any manner or way release, affect or impair:

(a) The existence of the indebtedness evidenced hereby;

(b) The enforceability of the liens and security interests created by the Mortgage and other Loan Documents; or

(c) The right of the holder hereof after notice by the holder of an Event of Default under any of the Loan Documents to receive from the undersigned or its beneficiary any rents or other income received by the undersigned or its beneficiary from and after notice of such Event of Default from tenants of the property described in the Mortgage and not applied to the payment of taxes, debt service, insurance premiums or other operating expenses of such property.

9.2 Limitation on Liability of Land Trustee. This instrument is executed by LASALLE NATIONAL BANK, as Trustee under a certain Trust Agreement dated December 5, 1986, and known as Trust No. 111740 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 LASALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LASALLE NATIONAL BANK personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained, shall constitute a condition and not a covenant or agreement regardless of whether the same may be couched in language of a promise or covenant or agreement), all such personal liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right hereunder, and that so far as the said LASALLE NATIONAL BANK is concerned, the Lender shall look solely to the Mortgaged Premises hereby mortgaged or conveyed and other security agreements, documents or instruments or guaranties evidencing or securing the Indebtedness (all of which are referred to collectively herein as the "Loan Documents") for the payment thereof, by the enforcement of the liens, charges and other rights created by said Loan Documents, in the manner herein and in said Loan Documents provided.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument at Chicago, Illinois as of the day and year first above written.

LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

ATTEST:

William H. D...
(Assistant) Secretary

By *Joseph W. Lang*
(Vice) President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing contract was acknowledged before me by JOSEPH W. LANG, (Vice) President, and William H. D..., (Assistant) Secretary, of LASALLE NATIONAL BANK, a national banking association, on behalf of said Bank as Trustee under Trust Number 111740 aforesaid.

Date: February 5, 1967

Kathy Saccone
Notary Public

My Commission Expires:
6-11-68

87074901

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EXHIBIT A

Legal Descriptions

PARCEL 2A:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 1422.19 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 2329.41 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST IN A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, 347.0 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, 315.18 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE "NORTH" ALONG SAID WEST LINE 237.25 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, 25.0 FEET; THENCE "NORTH" ON A LINE 25.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTH EAST 1/4, 259.75 FEET; THENCE SOUTH 9 DEGREES 27 MINUTES 44 SECONDS EAST, 121.66 FEET TO A POINT IN A LINE 45.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE "SOUTH" IN SAID LAST DESCRIBED PARALLEL LINE, 30.06 FEET TO ITS POINT OF INTERSECTION WITH THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN SAID FIRST DESCRIBED RIGHT ANGLES LINE, 270.10 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PROPERTY ADDRESS:
3400 N. POWELL AVE.
FRANKLIN PARK, IL

P.T.N.: 12-19-400-077

(PROP. #4)

PARCEL 2B:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 1075.19 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE (HEREINAFTER CALLED LINE "A") DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 2329.41 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST IN A LINE PARALLEL WITH THE

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EAST LINE OF SAID SOUTH EAST 1/4 320.13 FEET; THENCE NORTH 89 DEGREES 09 MINUTES EAST 294.39 FEET TO A POINT IN THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE SOUTH 73 DEGREES WEST ALONG SAID NORTHERLY LINE AND ITS EXTENSION, A DISTANCE OF 637.46 FEET TO A POINT IN THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID, 566.33 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE "NORTH" ALONG SAID WEST LINE OF THE SOUTH EAST 1/4 A DISTANCE OF 502.06 FEET TO A LINE "A", HEREINBEFORE DESCRIBED; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG LINE "A", AFORESAID, 315.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
3400 N. POWELL AVE.
FRANKLIN PARK, IL

P.I.N.: 12-19-400-107

(PROP. #4)

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PARCEL 3:

THAT PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 20 (SAID CORNER BEING 2642.42 FEET NORTH OF THE SOUTH WEST CORNER THEREOF); THENCE SOUTH 89 DEGREES 22 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 50.0 FEET TO EAST LINE OF WOLF ROAD; THENCE SOUTH 0 DEGREES 0 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF WOLF ROAD, A DISTANCE OF 210.04 FEET TO THE NORTHERLY LINE OF ADDISON STREET; THENCE SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY STREET LINE, A DISTANCE OF 400.0 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST ALONG SAID STREET LINE, A DISTANCE OF 257.0 FEET; THENCE NORTH 28 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 220.0 FEET; THENCE SOUTH 68 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 157.18 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF RAILROAD RIGHT OF WAY; THENCE NORTH 54 DEGREES 29 MINUTES 49 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 106.01 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH 61 DEGREES 16 MINUTES 08 SECONDS WEST ALONG RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 157.76 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 121.66 FEET; THENCE NORTH 61 DEGREES 16 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.0 FEET; THENCE SOUTH 28 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
11100 W. ADDISON ST.
FRANKLIN PARK, IL

P.I.N.: 12-20-300-038

(PROP. #5)

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PARCEL 4:

THAT PART OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE NORTH LINE OF ADDISON STREET WHICH IS 1036.00 FEET EAST OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 19 (SAID NORTH LINE OF ADDISON STREET FORMS A RIGHT ANGLE WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AT A POINT WHICH IS 2424.40 FEET NORTH OF THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SAID SECTION 19) AND RUNNING THENCE NORTH PARALLEL TO THE NORTH AND SOUTH QUARTER SECTION LINE FOR DISTANCE OF 402.75 FEET TO A POINT; THENCE NORTH 81 DEGREES 00 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 91.12 FEET TO A POINT IN THE SOUTH LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE OF RIGHT OF WAY FOR A DISTANCE OF 164.99 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 33 MINUTES 17 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 40.01 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 34.85 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE NORTH 83 DEGREES 02 MINUTES 08 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 246.96 FEET TO A POINT, THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE, SAID LINE BEING A CURVED LINE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 437.50 FEET FOR A DISTANCE OF 22.00 FEET TO A POINT, SAID CURVED LINE IS TANGENT TO A LINE WHICH FORMS A DEFLECTION TO THE LEFT OF 6 DEGREES 58 MINUTES 39 SECONDS WITH LAST DESCRIBED STRAIGHT LINE; THENCE SOUTH 76 DEGREES 50 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 154.01 FEET TO A POINT IN A LINE WHICH IS 589.00 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH QUARTER SECTION LINE; THENCE SOUTH ON SAID PARALLEL LINE, FOR A DISTANCE OF 410.34 FEET TO A POINT IN THE NORTH LINE OF ADDISON STREET; THENCE EAST ALONG SAID NORTH LINE OF ADDISON STREET FOR A DISTANCE OF 447.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
11440 W. ADDISON ST.
FRANKLIN PARK, IL

P.I.N.: 32-19-400-056

(PROP. #6)

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PARCEL 5:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 (SAID POINT BEING 54.13 FEET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID FRANKLIN AVENUE) AND RUNNING THENCE SOUTH 67 DEGREES 28 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTH EAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTH EAST 1/4 AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH SAID CENTER LINE), 1546.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 14,493.46 FEET, FOR A DISTANCE OF 77.6 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1500.16 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 288.79 FEET TO ITS INTERSECTION WITH A LINE 1765.16 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE 300.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 240.0 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 17.62 FEET; THENCE WEST AT RIGHT ANGLES THERETO 25.0 FEET TO THE AFOREMENTIONED LINE 1500.16 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF SECTION 19, AFORESAID; THENCE NORTH ALONG SAID LINE 377.15 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
11323 W. FRANKLIN AVE.
FRANKLIN PARK, IL

P.I.N.: 12-19-400-109

(PROP. #9)

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PARCEL 7:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4, WHICH IS 1969.40 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 1260.00 FEET TO A POINT; THENCE SOUTH IN A LINE WHICH IS PARALLEL WITH SAID EAST LINE OF SOUTH EAST 1/4 FOR A DISTANCE OF 784.99 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THENCE CONTINUING SOUTH ON SAID LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 252.27 FEET TO A POINT; THENCE SOUTHWESTERLY IN A STRAIGHT LINE WHICH FORMS AN ANGLE IN THE SOUTH WEST QUADRANT OF 79 DEGREES 23 MINUTES 15 SECONDS WITH A PROLONGATION OF SAID PARALLEL LINE FOR A DISTANCE OF 346.93 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH A LINE WHICH IS 1601.00 FEET WEST OF AT RIGHT ANGLE MEASUREMENT AND PARALLEL WITH THE SAID EAST LINE OF SOUTH EAST 1/4; THENCE NORTH ON SAID LAST DESCRIBED PARALLEL LINE FOR A DISTANCE OF 316.17 FEET TO A POINT THENCE EAST AT RIGHT ANGLES FOR A DISTANCE OF 341.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
11500 W. KING STREET
FRANKLIN PARK, IL

P.I.N.: 12-19-400-027

(PROP. #12)

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PARCEL 8:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 1849.19 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 2299.41 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST, IN A LINE 2299.41 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, FOR A DISTANCE OF 137.41 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID SOUTHWESTERLY LINE BEING A CURVED LINE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE NORTHWESTERLY IN SAID CURVED LINE FOR A DISTANCE OF 454.41 FEET TO ITS POINT OF INTERSECTION WITH A LINE 25.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH IN SAID PARALLEL LINE FOR A DISTANCE OF 710.96 FEET THENCE SOUTH 9 DEGREES 27 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 121.66 FEET TO A POINT IN A LINE 45.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE SOUTH IN SAID PARALLEL LINE FOR A DISTANCE OF 30.06 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN SAID RIGHT ANGLE LINE FOR A DISTANCE OF 270.10 FEET TO ITS POINT OF INTERSECTION WITH A LINE THAT IS 2329.41 FEET WEST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH SAID EAST LINE; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST IN SAID PARALLEL LINE FOR A DISTANCE OF 427.0 FEET TO ITS POINT OF INTERSECTION WITH AN EXTENSION WESTERLY OF THE FIRST DESCRIBED LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, IN SAID RIGHT ANGLE LINE, FOR A DISTANCE OF 30.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
3434 N. POWELL AVE.
FRANKLIN PARK, IL

P.I.N.: 12-19-400-043

(PROP. #13)

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PARCEL 12:

THE EAST 55 FEET OF THE WEST 118.5 FEET OF THE SOUTH 491 FEET OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 591 FEET (EXCEPT THE SOUTH 491 FEET THEREOF AND EXCEPT THE WEST 63.5 FEET THEREOF AND EXCEPT THE EAST 263 FEET THEREOF) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 491.0 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE WEST 118.5 FEET AND EXCEPT THEREFROM THE EAST 263.0 FEET), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
7633 S. SAYRE AVE.
BEDFORD PARK, IL

P.I.N.: 19-30-309-021

(PROP. #25)

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PARCEL 16A:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 50 FEET WEST OF THE NORTH EAST CORNER THEREOF, THENCE WEST ALONG SAID NORTH LINE, 818.24 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 392.56 FEET (SAID CURVED LINE BEING ALSO TANGENT TO THE WEST LINE OF THE EAST 473.50 FEET OF THE AFORESAID QUARTER SECTION); THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, A DISTANCE OF 472.85 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH WEST (SAID CURVED LINE BEING TANGENT TO THE NORTH LINE OF THE SOUTH 962.33 FEET OF THE AFORESAID QUARTER QUARTER SECTION); THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 392.56 FEET, A DISTANCE OF 133.56 FEET TO AN INTERSECTION WITH A LINE 330 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE EAST ON SAID PARALLEL LINE, 342.12 FEET TO THE WEST LINE OF THE EAST 50 FEET OF THE NORTH EAST 1/4 OF SECTION 8 AFORESAID; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 868.24 FEET, WEST OF THE NORTH EAST CORNER THEREOF THENCE SOUTHEASTERLY TANGENT TO SAID NORTH LINE ON A CURVE NORTHEASTERLY HAVING A RADIUS OF 392.56 FEET FOR AN ARC DISTANCE OF 205.34 FEET, THENCE NORTH 52.49 FEET TO THE SAID NORTH LINE; THENCE WEST 196.1 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS
ALSO

PROPERTY ADDRESS:
4920 S. CENTRAL AVE.
FORESTVIEW, IL

P.L.N.: 19-08-203-040

(PROP. #31)

PARCEL 16B:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 50 FEET OF SAID QUARTER QUARTER SECTION, WHICH IS 962.33 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE AFORESAID QUARTER QUARTER SECTION, 168.50 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTH WEST; THENCE NORTHWESTERLY ALONG SAID CURVED LINE, WITH A RADIUS OF 392.56 FEET, A DISTANCE OF 179.60 FEET TO AN INTERSECTION WITH A LINE 330 FEET SOUTH OF AND PARALLEL WITH THE NORTH

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LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE EAST ON SAID PARALLEL LINE, 342.12 FEET TO THE WEST LINE OF THE EAST 50 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, AFORESAID; THENCE SOUTH 40.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
4920 S. CENTRAL AVE.
FORESTVIEW, IL

P.I.N.: 19-08-203-038

(PROP. #31)

Property of Cook County Clerk's Office

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PARCEL 17:

THE NORTH 763.33 FEET OF THE SOUTH 803.33 FEET OF THE WEST 423.50 FEET OF THE EAST 473.50 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF SAID SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED TRACT OF LAND, AND CONTINUING NORTH ALONG THE WEST LINE THEREOF EXTENDED 134.66 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 392.56 FEET A DISTANCE OF 101.42 FEET; THENCE SOUTHEASTERLY TANGENT TO SAID CURVED LINE 134.79 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTH EAST; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 409.56 FEET A DISTANCE OF 105.61 FEET TO THE NORTH LINE OF THE SOUTH 803.33 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 8; THENCE WEST ALONG SAID LINE 35 FEET TO THE PLACE OF BEGINNING;

ALSO,

A STRIP OF LAND IN THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 40 FEET OF SAID QUARTER QUARTER SECTION WHICH IS 477.15 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTH 40 FEET OF SAID QUARTER QUARTER SECTION, 6 FEET; THENCE NORTHEASTERLY 10.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.52 FEET EAST OF THE FIRST DESCRIBED COURSE, WHICH IS 16 FEET NORTH OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG SAID PARALLEL LINE 27.50 FEET; THENCE WEST AT RIGHT ANGLES THERETO 0.46 OF A FOOT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 860.86 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 14 DEGREES 28 MINUTES 08 SECONDS WITH THE LAST DESCRIBED LINE, MEASURED FROM SOUTH TO SOUTH EAST; A DISTANCE OF 30.73 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 473.50 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8 AFORESAID; THENCE SOUTH ALONG SAID LINE 874.63 FEET TO THE NORTH LINE OF THE SOUTH 40 FEET OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID LINE 3.65 FEET TO THE PLACE OF BEGINNING

ALSO

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 50 FEET OF SAID QUARTER QUARTER SECTION WHICH IS 803.33 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 50 FEET A DISTANCE OF 159 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE AFORESAID QUARTER QUARTER SECTION 168.50 FEET TO THE POINT OF TANGENCY OF A CURVED LINE

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CONVEX TO THE SOUTH WEST; THENCE NORTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 392.56 FEET A DISTANCE OF 313.16 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE NORTH EAST; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED CURVED LINE WITH A RADIUS OF 392.56 FEET A DISTANCE OF 44.53 FEET; THENCE SOUTHEASTERLY TANGENT TO THE LAST DESCRIBED CURVED LINE 134.79 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVED LINE WITH A RADIUS OF 409.56 FEET A DISTANCE OF 105.61 FEET MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 803.33 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 8 AFORESAID; THENCE EAST ALONG SAID LINE 328.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
5620 W. 51ST STREET
FORESTVIEW, IL

P.I.N.: 19-08-203-017 &
19-08-203-027
(PROP. #33)

Property of Cook County Clerk's Office

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PARCEL 18:

THAT PART OF THE SOUTH EAST FRACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1295.10 FEET OF SAID QUARTER SECTION WHICH IS 869 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE SOUTH ALONG SAID LINE 590 FEET; THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE 370 FEET; THENCE NORTH AT RIGHT ANGLES 745 FEET; THENCE SOUTHWESTERLY 121.34 FEET TO A POINT IN THE EAST LINE OF THE WEST 1647.10 FEET OF THE AFORESAID QUARTER SECTION; THENCE SOUTH ALONG SAID LINE 35 FEET; THENCE WEST AT RIGHT ANGLES 352 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
1999 N. RUBY STREET
MELROSE PARK, IL

P.I.N.: 12-33-400-044

(PROP. #36)

Property of Cook County Clerk's Office

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PARCEL 21:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 1122.93 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 1927.41 FEET TO A POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST IN A LINE PARALLEL TO SAID EAST LINE, 144.48 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, 266.41 FEET TO A POINT IN A LINE 1861.0 FEET WEST OF (AT RIGHT ANGULAR MEASUREMENT) AND PARALLEL WITH SAID EAST LINE; THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST IN SAID PARALLEL LINE (BEING THE WEST LINE OF A PUBLIC STREET KNOWN AS NORTH RUNGE AVENUE), 410.27 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A PUBLIC STREET KNOWN AS KING STREET; THENCE SOUTH 79 DEGREES 22 MINUTES 23 SECONDS WEST IN SAID NORTHERLY LINE, 190.31 FEET TO AN ANGLE POINT OR BEND IN SAID NORTHERLY LINE OF WEST KING STREET; THENCE SOUTH 89 DEGREES 09 MINUTES WEST IN SAID NORTHERLY LINE 79.37 FEET TO ITS POINT OF INTERSECTION WITH A LINE 1927.41 FEET WEST OF (AT RIGHT ANGULAR MEASUREMENT) AND PARALLEL WITH SAID EAST LINE OF SOUTH EAST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST IN SAID PARALLEL LINE, 302.00 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
11550 W. KING STREET
FRANKLIN PARK, IL

P.I.N.: 12-19-400-067

(PROP. #44)

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PARCEL 23:

THAT PART OF THE NORTH 689 FEET OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID QUARTER SECTION THROUGH POINTS 1898.59 FEET AND 2226.59 FEET RESPECTIVELY WEST OF THE NORTH EAST CORNER THEREOF, AND SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID TRACT 59.71 FEET SOUTH OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID TRACT 159.75 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, AND EXCEPTING FROM SAID TRACT THAT PART OF THE SOUTH 155 FEET OF THE EAST 15.50 FEET LYING EAST OF A LINE DRAWN FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF SAID PARCEL, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF THE NORTH 689 FEET OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID QUARTER SECTION THROUGH POINTS 1876.59 FEET AND 1898.59 FEET RESPECTIVELY, WEST OF THE NORTH EAST CORNER THEREOF, AND SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID TRACT 53.0 FEET SOUTH OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID TRACT 59.71 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
7201 S. LEAMINGTON AVE.
BEDFORD PARK, IL

P.I.N.: 19-28-200-013 &
19-28-200-020
(PROP. #48)

87074901

PARCEL 24A:

THAT PART OF THE SOUTH EAST 1/4 AND THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 2424.40 FEET NORTH OF THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SAID SECTION 19, SAID POINT BEING IDENTICAL WITH THE POINT OF INTERSECTION OF THE CENTER LINE OF WOLF ROAD AND THE NORTH LINE OF ADDISON STREET EXTENDED EAST; THENCE WEST, AT RIGHT ANGLES TO THE SAID EAST LINE OF SAID SOUTH EAST 1/4, SAID RIGHT ANGLES LINE BEING IDENTICAL WITH THE SAID NORTH LINE OF ADDISON STREET, FOR A DISTANCE OF 1335.98 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT: THENCE NORTH 0 DEGREES 0 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 397.0 FEET TO A POINT, THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, FOR A DISTANCE OF 30.0 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 121.655 FEET TO A POINT IN THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 62.23 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EAST LINE OF NORTH RUNGE AVENUE, SAID EAST LINE BEING 1096.0 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 19; THENCE SOUTH ON SAID EAST LINE OF NORTH RUNGE AVENUE, FOR A DISTANCE OF 417.0 FEET TO THE SAID NORTH LINE OF ADDISON STREET; THENCE EAST ON SAID NORTH LINE, FOR A DISTANCE OF 212.33 FEET, TO THE PLACE OF BEGINNING; TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND IN SAID SECTION 19, DESCRIBED AS: COMMENCING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED PARCEL OF LAND AND RUNNING THENCE WEST ON SAID SOUTH LINE OF SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTHEASTERLY FOR A DISTANCE OF 121.49 FEET TO A POINT IN A LINE WHICH IS 19.0 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE; THENCE EAST ON SAID PARALLEL LINE FOR A DISTANCE OF 30 FEET TO A POINT IN THE EAST LINE OF NORTH RUNGE AVENUE; THENCE NORTH ON SAID EAST LINE FOR A DISTANCE OF 19.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PROPERTY ADDRESS:
11400 W. ADDISON ST.
FRANKLIN PARK, IL

P.I.N.: 12-19-400-073

(PROP. #51)

PARCEL 24B:

THAT PART OF THE SOUTH EAST 1/4 AND THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD

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PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 2424.40 FEET NORTH OF THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SAID SECTION 19, SAID POINT BEING IDENTICAL WITH THE POINT OF INTERSECTION OF THE CENTER LINE OF WOLF ROAD AND THE NORTH LINE OF ADDISON STREET EXTENDED EAST; THENCE WEST, AT RIGHT ANGLES TO THE SAID EAST LINE OF SAID SOUTH EAST 1/4, SAID RIGHT ANGLE LINE BEING IDENTICAL WITH THE SAID NORTH LINE OF ADDISON STREET FOR A DISTANCE OF 1095.0 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT: THENCE CONTINUING ALONG SAID NORTH LINE FOR A DISTANCE OF 240.98 FEET; THENCE NORTH 0 DEGREES 0 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 397.0 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, FOR A DISTANCE OF 30.0 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 121.655 FEET TO A POINT IN THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 390.98 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 417.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
11400 W. ADDISON ST.
FRANKLIN PARK, IL

P.I.N.: 12-19-400-086

(PROP. #51)

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PARCEL 25A:

THAT PART OF THE EAST 380 FEET OF THE WEST 854.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4; NORTH OF THE INDIAN BOUNDARY LINE; OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID TRACT, WHICH IS 400 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE, AS DEDICATED; AND LYING NORTH OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED, TOGETHER WITH A TRIANGULAR PARCEL OF LAND DESCRIBED BY BEGINNING AT A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED LAND WHICH IS 10 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 80 FEET; THENCE SOUTHWESTERLY 80.45 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID DESCRIBED LAND WHICH IS 10.47 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE EAST 8.47 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
3141 W. NORTH AVENUE
MELROSE PARK, IL

P.I.N.: 12-33-400-028

(PROP. #55)

PARCEL 25B:

THAT PART OF THE EAST 7 FEET OF THE WEST 861.1 FEET OF THE SOUTH EAST FRACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED, WITH THE EAST LINE OF THE WEST 854.1 FEET OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID LINE 402.49 FEET; THENCE EAST AT RIGHT ANGLES 7 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 861.1 FEET AFORESAID, 402.54 FEET TO THE NORTH LINE OF NORTH AVENUE; THENCE WEST ALONG THE NORTH LINE OF NORTH AVENUE, 7 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS:
3141 W. NORTH AVENUE
MELROSE PARK, IL

P.I.N.: 12-33-400-069

(PROP. #55)

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PARCEL 26:

THAT PART OF THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH EAST 1/4 OF SECTION 7 AND THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 33 FEET OF SECTION 8 AFORESAID, AND LYING EAST OF THE EAST LINE OF SOUTH NAGLE AVENUE AS DEDICATED PER DOCUMENT NUMBER 21597010 IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
6410 W. 51ST STREET
FORESTVIEW, IL

P.I.N.: 19-07-201-019 &
19-08-100-053
(PROP. #60)

Property of Cook County Clerk's Office

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EXHIBIT B

Title exceptions

1. Right of way and easement for three subsurface pipe lines for the transmission of petroleum products recorded as document number 16406970 (affects Parcel 5)
2. Existing unrecorded leases
3. Lease recorded as document number 22902686 (affects Parcel 23)
4. Easement for ingress and egress recorded as document number 17251277 (affects Parcel 25B)
5. Lease recorded as document number 25457510 (affects Parcel 26)
6. Lease to maintain advertising signs recorded as document 85342046 (affects Parcel 2B)
7. Easement for telephone and electric equipment and access thereto recorded as document number 23955602 (affects Parcel 5)
8. Right of way for railroad upon track across part of Parcel 3 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23004 dated October 28, 1986
9. Easement for aerial wires across part of Parcel 3 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23004 dated October 28, 1986
10. Right of way for railroad upon track across part of Parcel 4 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23002 dated October 11, 1986
11. Encroachment of blacktop pavement located on Parcel 5 into Franklin Avenue as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23014 dated December 26, 1986
12. Possible easement for utility purposes along east line of Parcel 7 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23005 dated October 25, 1986
13. Right of way for railroad upon track across part of Parcel 8 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23012 dated December 26, 1986

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14. Encroachment of crushed stone and concrete pavement on parts of Parcel 8 onto adjoining properties as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23012 dated December 26, 1986
15. Easement for sewer and water line along east line of Parcels 16A and 16B as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23017 dated December 29, 1986
16. Easement 10 feet wide along north line and 3 feet wide along southwesterly line of Parcel 16A for undisclosed purposes as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23017 dated December 29, 1986
17. Encroachment of blacktop pavement from adjoining lands over west line of Parcel 16A as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23017 dated December 29, 1986
18. Easement for railroad lead track recorded as document number 16480999 (affects Parcels 2A and 2B)
19. Easement for 10 inch and 12 inch water mains and 12 inch sewer line recorded as document number 19830354 (affects Parcel 2B)
20. Right of way for railroad track across part of Parcel 2A as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23011 dated December 26, 1986
21. Easement for aerial wires along north line of Parcel 5 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23014 dated December 26, 1986
22. Easement for aerial wires over part of Parcel 8 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23012 dated December 26, 1986
23. Right of way for water main over part of Parcel 12 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23015 dated January 19, 1987
24. Easement for sewer and water mains and appurtenances thereto along east line of Parcel 17 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23016 dated December 26, 1986
25. Right of way for three sets of railroad tracks across part of Parcel 17 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23016 dated December 26, 1986

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26. Easement 3 feet wide for poles and wires along west line of Parcel 17 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23016 dated December 26, 1986
27. Easement 10 feet wide for an unstated purpose across north-easterly part of Parcel 18 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23013 dated December 26, 1986
28. Encroachment of fence located on Parcel 18 over its east line as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23013 dated December 26, 1986
29. Right of way for aerial service wires along west line of Parcel 21 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23008 dated November 14, 1986
30. Right of way for railroad service track across part of Parcel 21 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23008 dated November 14, 1986
31. Right of way for railroad track over part of Parcel 23 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23009 dated November 16, 1986
32. Easement for pipe of undisclosed nature across part of Parcel 23 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23009 dated November 16, 1986
33. Encroachment of sign located on Parcel 24A over its south line as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23003 dated October 16, 1986
34. Dedicated right of way of Runge Avenue recorded as document number 25251290 over part of Parcel 24A
35. Possible easement for utility purposes along south line of Parcels 24A and 24B as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23003 dated October 16, 1986
36. Encroachment of blacktop parking area onto eastern portion of Parcel 25B as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23010 dated November 19, 1986
37. Easements for water main and sewer across parts of Parcels 25A and 25B as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23010 dated November 19, 1986
38. Public utility easements along east and south lines of Parcel 26 as disclosed by survey made by Greeley, Howard, Norlin and Smith, number 23006 dated November 3, 1986