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MORTGAGEE'S AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of October, 1986, by EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter referred to as "Mortgagee") in favor of BARCLAYSAMERICAN/ BUSINESS CREDIT, INC. ("Lender"):

RECITALS:

WHEREAS, Mortgagee is the mortgagee under that certain Mortgage (the "Mortgage") dated September 30, 1986, between Mortgagee and ECO Partners ("Landlord") to be recorded in the Office of the Recorder of Cook County, Illinois, secured by certain business premises located at 3939 South Karlov Avenue, Chicago, Illinois, as are more fully described on Exhibit "A" attached hereto (the "Leased Premises"); and

WHEREAS, Landlord leases the Leased Premises to EESCO, Inc., a Delaware corporation ("EESCO"), pursuant to that certain Fifteen Year Net, Net, Net Lease Agreement dated as of October 1, 1986 (the "Lease"); and

WHEREAS, Lender has extended loans and other financial accommodations to EESCO Capital Holdings, Inc. ("Holdings"), a Georgia corporation which is the parent of EESCO, and, as a condition to extending such loans and other financial accommodations, Lender has required, among other things, that EESCO grant to Lender a security interest in all or substantially all of EESCO's personal property, including, without limitation, the inventory, equipment and machinery of EESCO, whether now owned or hereafter acquired by EESCO (the "Collateral"), portions of which Collateral are or may be located on the Leased Premises.

NOW, THEREFORE, in consideration of Lender's consent to the Lease, and for other good and valuable consideration, the receipt and sufficiency of which by Mortgagee are hereby acknowledged, Mortgagee hereby agrees with Lender as follows:

1. Lender's security interest in the Collateral shall be superior to any interest which the Mortgagee may at any time have therein, and Mortgagee subordinates in favor of Lender any statutory, contractual or possessory lien, including, without limitation, rights of levy or distraint for rent, which Mortgagee may have against the Collateral.

2. Mortgagee agrees that, except as otherwise provided in the Lease, the Collateral shall not be deemed a fixture or a part of the Leased Premises but shall at all times be considered personal property.

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3. Mortgagee will notify Lender at Suite 200, 4944 Parkway Plaza, Charlotte, North Carolina 29210, or at such other address as Lender shall hereafter specify in writing, in the event that Landlord defaults in its obligations under the Mortgage, and Mortgagee shall allow Lender, at its option, without obligation, a period of thirty (30) days from its receipt of such notice in which to cure any such defaults or to cause any such defaults to be cured.

4. If EESCO defaults in any of its obligations to Lender, and, if as a result of such default, Lender desires to exercise its remedies with respect to the Collateral, Mortgagee, if in possession (a) will cooperate with Lender in its efforts to assemble all of the Collateral located on the Leased Premises, (b) will permit Lender, at Lender's option, to keep the Collateral on the Leased Premises for a period of one hundred and twenty (120) days, subject, however, to the payment to Mortgagee by Lender of the amounts due Mortgagee under the Lease for the period of time during which the Collateral remains on the Leased Premises, prorated on a per diem basis determined on a 30-day month, (c) will allow Lender access to the Leased Premises in order to remove the Collateral therefrom, without charge, except for reasonable compensation for any damage to the Leased Premises caused by such removal, and (d) will not hinder Lender's actions in enforcing its liens and remedies with respect to the Collateral. Notwithstanding any provision to the contrary contained herein, Lender shall not be deemed to have assumed or be liable for any unperformed or unpaid obligations of EESCO under the Lease, other than for the storage described in this Paragraph 4.

5. Lender's right to use and occupy the Leased Premises under Paragraph 4 of this Agreement shall be extended for the time period that Lender is prohibited from selling the Collateral by virtue of any injunction or restraining order or by the imposition of the automatic stay arising from the commencement of bankruptcy by or against EESCO.

6. This Agreement shall remain in full force and effect until all obligations of EESCO and Holdings to Lender have been paid and satisfied in full and Lender has terminated its financing agreements with EESCO and Holdings.

7. The provisions of this Agreement may not be modified or terminated orally, and shall be binding upon the successors and assigns of the Mortgagee, and upon any successor owner or transferee of the Leased Premises, and shall inure to the benefit of the Lender and its successors and assigns.

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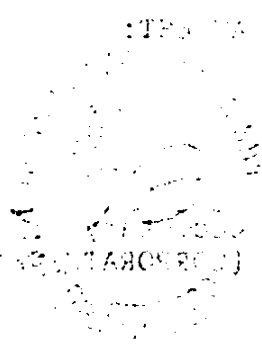
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

JOHN W. COOK, Clerk of Cook County, Illinois.



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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
100 NORTH LAUREL STREET, CHICAGO, ILLINOIS

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EXHIBIT A

ALL those certain premises, together with the buildings and improvements thereon, commonly known as 3939 South Karlov Avenue, in the City of Chicago, County of Cook and State of Illinois, and more particularly described as follows, to wit:

PARCEL 1:

That part of Lot "A" in the subdivision of the Circuit Court Commissioners in partition of that part of the North East quarter lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian according to the plat of said subdivision recorded in the Recorder's Office of Cook County, Illinois, on September 5, 1893 in book 59 of plats, page 32, as document 1924571 bounded and described as follows:

Beginning at the intersection of the West line of South Pulaski Road (formerly South Crawford Avenue) with a line of the land conveyed by the Chicago River and Indiana Railroad Company to the Crawford Real Estate Development Company by deed recorded in the Recorder's Office of Cook County, Illinois as document 17307420, which line of land, so conveyed is a straight line drawn from a point in the East line of the said North East quarter which is 2295.41 feet North from the South East corner of the said North East quarter, to a point which is 216.88 feet West of the East line and 2354.67 feet North of the South line of the said North East quarter, thence North Westerly along the said line of land so conveyed; a distance of 139.97 feet to a point, thence East along a straight line a distance of 68.74 feet to its intersection with a line drawn parallel with and 18.04 feet North Easterly of (measured at right angles to) the said line of land so conveyed, thence South Easterly along the last described parallel line a distance of 68.75 feet, more or less, to its intersection with the West line of South Pulaski Road aforementioned, thence South along the West line of

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South Pulaski Road, a distance of 18.7 feet, more or less to the point of beginning in Cook County, Illinois.

The foregoing description is based upon the following definitions:

The East and West center line of said Section 3 is herein defined as a straight line drawn from a point on the East line of said Section 3, measured 2597.19 feet South from the North East corner of said Section 3, and measured 2669.84 feet North from the South East corner of said Section 3, to a point on the West line of said Section 3, measured 2598.77 feet South from the North West corner of said Section 3, and measured 2661.19 feet North from the South West corner of said Section 3;

ALSO

PARCEL 2:

That part of Lot "B" in the subdivision of the Circuit Court Commissioners in Partition of that part of the North East quarter lying South of the Illinois and Michigan Canal Reserve, of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat of subdivision recorded in the Recorder's Office of Cook County, Illinois, on September 5, 1893 in book 59 of plats, page 32, as document 1924571, bounded and described as follows:

Beginning at the point of intersection of a line 523.79 feet North from and parallel with the North line of West 40th Street (a private street) with the East line of South Karlov Avenue (a private street) and running thence North along said East line of South Karlov Avenue a distance of 267.91 feet to its intersection with a line of the land conveyed by the Chicago River and Indiana Railroad Company to the Crawford Real Estate Development Company by deed recorded in the Recorder's Office of Cook County, Illinois, as document 17307420, which line of land, so conveyed, is a curved line, convex to the North and having a radius of 600 feet, and which extends Westerly from a point that is 216.88 feet West and 2354.67 feet North from the East and South lines respectively, of said North East quarter to a point which is 597.24 feet West and 2333.03 feet more or less North from said East and South lines; thence Eastwardly along said line of said land so conveyed, being the arc of a circle having a radius of 600 feet and convex Northerly, a distance of 363.08 feet to said point which is 216.88 feet West and 2354.67 feet North from said East and South lines of said North East quarter, thence Southeastwardly, continuing along a line being a straight line of said land, so conveyed, a distance of 199.61 feet to its intersection with the West line of South Pulaski Road (formerly South Crawford Avenue) (which

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straight line, if continued Easterly, will intersect said East line of the North East quarter at a point 2295.41 feet North from the South East corner of said North East quarter) thence South along said West line of South Pulaski Road a distance of 95.31 feet to a point 655.63 feet North from the North West corner of said South Pulaski Road, and West 40th Street, thence Southwestwardly along the arc of a circle having a radius of 666.69 feet and convex North Westerly a distance of 90.69 feet to a point which is 468.24 feet East from said East line of South Karlov Avenue and 616.65 feet North from said North line of West 40th Street, thence continuing South Westwardly along the arc of a circle having a radius of 366.02 feet and convex North Westerly a distance of 79.64 feet to a point which is 403.68 feet East from said East line of South Karlov Avenue and 570.37 feet North from said North line of West 40th Street, thence continuing South Westwardly along the arc of a circle having a radius of 391.56 feet and convex North Westerly a distance of 64.24 feet to a point on the hereinbefore mentioned line which is 523.79 feet North from and parallel with the North line of West 40th Street, which point is 190.40 feet West from said West line of South Pulaski Road and thence West along the last above mentioned parallel line a distance of 359.60 feet to the point of beginning.

The foregoing description is based upon the following definitions:

South Karlov Avenue (a private street) is defined as a strip of land 66 feet in width, lying in Lot "B" of the subdivision recorded in book 59 of plats, page 32, as document 1924571, being 33 feet on each side of the center line thereof, which line is parallel to and 583 feet West of the West line of South Pulaski Road and extends from the North line of West 40th Street to the Northerly line of the land conveyed by the Chicago River and Indiana Railroad Company to The Crawford Real Estate Development Company by deed recorded in the Recorder's Office of Cook County, Illinois, as document 17307420.

West 40th Street (a private street) is defined as a strip of land 66 feet in width lying in Lot "A" and in Lot "B" of the subdivision recorded in Book 59 of plats, page 32, as document 1924571, extending Easterly from a line parallel to and 655.93 feet East of and parallel to the North and South center line of Section 3, said parallel line being the East line of South Kildare Boulevard, to its intersection with the West line of South Pulaski Road. The North line of said strip is a line parallel to and 1086 feet North of the North line of re-established District Boulevard; the South line of said strip of land is a line parallel to and 66 feet South of the North line of said strip of land;

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The North and South center line of said section 3 is herein defined as a straight line drawn from a point on the North line of said Section 3, measured 2648.14 feet West from the North East corner of said Section 3, and measured 2642.84 feet East from the North West corner of said Section 3, to a point on the South line of said Section 3, measured 2669.37 feet West from the South East corner of said Section 3, and measured 2668.04 feet East from the South West corner of said Section 3;

The East and West center line of Section 3 is defined as a straight line drawn from a point on the East line of said Section 3, measured 2597.19 feet South from the North East corner of said Section 3, and measured 2669.84 feet North from the South East corner of said Section 3, to a point on the West line of said Section 3, measured 2598.77 feet South from the North West corner of said Section 3, and measured 2661.23 feet North from the South West corner of said Section 3;

The North line of Re-established District Boulevard (a private street) and said North line extended, is defined as a straight line drawn from a point on the East line of said Section 3, measured 465.16 feet North of the East and West center line of said Section 3 to a point on the North and South center line of said Section 3, measured 464.08 feet North of said East and West center line;

The South line of Re-established District Boulevard is 80 feet South of and parallel to the North line of Re-established District Boulevard.

Said premises are the same premises conveyed to the Grantor by deed from Standard Brands Incorporated dated April 6, 1965 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 8, 1965 as Document No. 19429739.

Subject to all the rights, reservations and restrictions contained in or referred to in said deed and other matters appearing in the public records.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE PRIVATE STREETS KNOWN AS SOUTH KARLOV AVENUE AND WEST 40TH STREET, FOR PURPOSES OF PASSAGE TO A PUBLIC HIGHWAY, AS DEFINED IN TRUSTEE'S DEED TO STANDARD BRANDS INCORPORATED, A CORPORATION OF DELAWARE, DATED APRIL 6, 1965 AND RECORDED APRIL 8, 1965 AS DOCUMENT 19429737, IN COOK COUNTY, ILLINOIS.

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