

Agreed  
88-05729  
D1

Mortgage No.:

Commitment No.: C 1050

Premises: 9th and North Avenue, Melrose Park, Illinois

## MORTGAGE

\$17.00

THIS MORTGAGE, made the 18 day of November, 1986

FROM ABLZ Investments, a New York General Partnership

having an address at 345 Hudson Street, New York, New York

(the Mortgagor),

TO

CrossLand Savings, FSB

a Federal stock savings bank, having its principal place of business at 211 Montague Street, Brooklyn, New York 11201 (the Mortgagee).

WITNESSETH, that to secure the payment of indebtedness in the sum of Two Hundred Fifty Two Thousand Nine Hundred Fifty Five and 00/100 ----- Dollars (\$252,955.00-----) lawful money of the United States of America, with interest thereon, to be paid according to a certain note or obligation bearing even date herewith (the Note), the Mortgagor hereby mortgages, and does hereby grant and release, to the Mortgagee, the following (all of which is collectively referred to as the Mortgaged Property):

the property described in Schedule A annexed hereto including all easements and appurtenances thereto and all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining said property (the Land);

all structures or buildings now or hereafter located upon the Land including equipment, apparatus, machinery and fixtures forming a part thereof (the Improvements; the Land and Improvements are hereinafter collectively referred to as the Premises);

all trade fixtures, chattels, appliances, equipment, and articles of personal property now or hereafter attached to or used in connection with the Premises (the Personality) excluding, however, those owned by lessees;

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, proceeds of insurance and condemnation; and

all leases of the Premises or portions thereof now or hereafter entered into including the right to receive and collect rent thereunder as provided in this Mortgage and all right, title and interest of the Mortgagor in and to cash or security deposits thereunder.

\*tenant's interest in the Ground Lease.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee forever provided that if the Mortgagor shall pay to the Mortgagee the amount secured hereby and interest thereon as provided in the Note and this Mortgage, the estate granted by this Mortgage shall cease and terminate.

The Mortgagor hereby covenants with the Mortgagee as follows.

1. *Indebtedness.* The Mortgagor will pay the indebtedness evidenced by the Note in accordance with the terms thereof.

2. *Insurance.* The Mortgagor will keep the Improvements and Personality insured against loss by fire in an amount equal to at least 100% of the replacement cost thereof and the Premises insured against such other casualty for the benefit of the Mortgagor and Mortgagee as the Mortgagee shall direct. Included in such additional insurance shall be loss by flood if the Premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazard and in which flood insurance has been made available under the National Flood Insurance Act, as amended. Each fire insurance policy shall have attached thereto an "Extended Coverage Endorsement" protecting against the perils of windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, smoke, vehicles and other and different perils as per the New York Standard Form known as "Extended Coverage Endorsement No. 4", as such Endorsement is now or hereafter approved by the Superintendent of Insurance of the State of New York. Originals of the policy or policies of such insurance shall be delivered to the Mortgagee at least thirty (30) days prior to the expiration date of existing policy or policies and shall be written in forms and amounts, and by companies, satisfactory to the Mortgagee. The insurance company or companies must have a minimum Best's Key Rating of A:X or better. Losses under any insurance affecting the Premises or any portion thereof shall be payable to the Mortgagee pursuant to a non-contributing first mortgagee endorsement acceptable to the Mortgagee. Such proceeds shall, at the sole option of the Mortgagee, be applied to prepayment of the Note, without premium, or to payment of the cost of restoration of the Improvements and Personality upon such terms and conditions as the Mortgagee may direct. The Mortgagor shall promptly notify the Mortgagee of any loss covered by such insurance and the Mortgagee shall have the right to join with the Mortgagor in adjusting payment therefor. The Mortgagor will not take out separate or additional insurance for perils or losses covered by the policies required by this Mortgage unless the Mortgagee is included as a named insured with losses payable to the Mortgagee as provided above.

3. *Maintenance and Repairs; Alterations.* The Mortgagor will maintain the Premises and Personality in good order and condition and will promptly make all repairs, replacements and improvements which are necessary to accomplish the foregoing. The Improvements shall not be removed, demolished or substantially altered without the prior written consent of the Mortgagee. Personality may not be removed from the Premises except where appropriate replacements, free of liens or claims, are immediately made of a value equal to at least the value of the Personality removed unless consented to by the Mortgagee in writing. The Mortgagor shall not commit or permit any waste on the Premises.

11. Assignment of Leases and Rents. The Mortgagee hereby assigns to the Mortgagee all leases or other agreements for use or occupancy or any portion of the Premises and the rents, issues and profits (all of said amounts are collectively referred to as Rents) arising therefrom as further security for the payment of the Note which assignment shall continue in effect until the Note is paid in full. This assignment shall be a present assignment and the Mortgagee hereby grants to the Mortgagee the right to enter upon the Premises for the purpose of collection of the Rents provided, however, that

10. Condemnation. The Mortgagee will promptly notify the Mortgagee of the institution of any condemnation or eminent domain proceeding affecting the Premises or any portion thereof. The Mortgagee may participate in any such proceedings and the Mortgagee shall deliver to the Mortgagee copies of all documents received by the Mortgagee in connection therewith. The proceeds of any award or compensation payable as a result of any such proceeding, including proceedings affecting streets adjacent to the Premises or damage caused by any public authority, are hereby assigned, and shall be paid, to the Mortgagee. Such proceeds shall, at the sole option of the Mortgagee, be applied to prepayment of the Note, without premium, or to payment of the cost of restoration of the improvements upon such terms and conditions as the Mortgagee may direct. Notwithstanding any rate of interest payable on any such award by the condemning authority, the Mortgagee shall continue to pay interest at the rate specified in the Note or, if the condemnation authority shall make payment of a portion of such interest, an amount equal to the difference between the rate actually paid by such authority and the amount set forth in the Note so that the Mortgagee shall at all times continue to receive interest at the rate specified in the Note as provided therein.

9. Compliance with Law. The Mortgagee will comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court claiming jurisdiction over the Mortgagee Property or any portion thereof. In the event any violation(s) of the foregoing shall be filed against the Premises, the Mortgagee shall notify the Mortgagee thereof in writing and deliver to the Mortgagee a discharge of record thereof within 90 days of the date of filing of the violation.

8. Other Taxes. The Mortgagee shall pay any taxes, other than federal, state or local income taxes, imposed upon the Mortgagee by reason of the ownership of this Mortgage, the Note or any other instrument referred to herein.

7. Mechanic's Liens. The Mortgagee will pay all claims of mechanics, suppliers and laborers who supply or provide goods or services to the Premises or any portion thereof and will, within thirty days after filing, discharge any lien filed by any such party against the Premises or any portion thereof.

6. Title. The Mortgagee warrants good and marketable title to the Premises and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgagee Property subject, in each case, only to items listed as exceptions to the coverage in the title insurance policy in writing the lien of this Mortgage (other than standard printed exceptions set forth in such policy). The Mortgagee represents that it is the owner of the Property, free and clear of all liens and encumbrances. The Mortgagee will, at no cost or expense to the Mortgagee, defend title to the Premises and Personalty and the lien of this Mortgage on the Mortgagee Property against the claims of all persons or entities.

5. Escrow Payments. The Mortgagee shall, in addition to the monthly payments pursuant to the Note, pay to the Mortgagee on the due date of each payment under the Note until the Note is fully paid, a sum sufficient to accumulate by constant monthly payments by the date thirty days prior to the due date thereof, the amount of the Taxes and insurance premiums next due and payable. The determination of the amounts payable shall be made by the Mortgagee based on the current amount of Taxes and insurance premiums or, if said amounts are unknown, on the basis of the immediately preceding year. The aforesaid payments may be commingled with other funds of the Mortgagee, shall not be construed as a trust fund and shall be held without interest. The Mortgagee shall apply the amount deposited hereunder to the payment of Taxes and insurance premiums as they become due and payable.

4. Real Estate Taxes. The Mortgagee will pay when due and payable and prior to the imposition of any premium or additional payment, the following (all of said amounts collectively referred to as Taxes): all taxes, general and special assessments, water and sewer rents, license fees and all other charges or impositions payable in substitution of any of the foregoing with respect to the Mortgagee Property or any portion thereof or the rents or income arising therefrom (other than income or franchise taxes of the Mortgagee) to the extent not paid by reason of the deposits pursuant to Section 5 hereof. Assessments affecting the Premises may be paid in installments if the assessment authority permits such payment without premium or additional payment provided that upon any default by the Mortgagee in the performance of the terms, covenants and conditions in the Note or the Mortgage, the Mortgagee may, by notice to the Mortgagee, require that all unpaid installments be immediately paid. Upon request of the Mortgagee, the Mortgagee shall deliver to the Mortgagee receipts showing payment of all Taxes.

3. If there shall be a default under any of the provisions of this Mortgage and an action or proceeding shall be commenced to foreclose this Mortgage, the Mortgagee shall be, and hereby is, authorized and empowered at the Mortgagee's option to apply at the time of the commencement of said action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated hereunder to a credit against the amount of principal or interest then remaining unpaid under the Note.

2. Nothing contained in this Section shall require payment of any portion of any mechanic, supplier or materialman so long as the Mortgagee, at its expense, contests the validity thereof by appropriate legal proceedings which shall prevent the collection thereof or sale or forfeiture of all or any portion of the Mortgagee Property provided that the Mortgagee shall be provided with a bond or other security satisfactory to the Mortgagee assuring discharge or payment of any such claim.

1. Other Taxes. The Mortgagee shall pay any taxes, other than federal, state or local income taxes, imposed upon the Mortgagee by reason of the ownership of this Mortgage, the Note or any other instrument referred to herein.

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1. Assignment of Leases and Rents. The Mortgagee hereby assigns to the Mortgagee all leases or other agreements for use or occupancy or any portion of the Premises and the rents, issues and profits (all of said amounts are collectively referred to as Rents) arising therefrom as further security for the payment of the Note which assignment shall continue in effect until the Note is paid in full. This assignment shall be a present assignment and the Mortgagee hereby grants to the Mortgagee the right to enter upon the Premises for the purpose of collection of the Rents provided, however, that

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the Mortgagee shall not enter upon the Premises for such purpose unless and until the Mortgagor shall default beyond applicable grace periods, if any, under any of the terms, covenants or conditions contained in the Note or the Mortgage. Upon any such default, the Mortgagee may, on five days prior written notice to the Mortgagor, revoke the right of the Mortgagor to collect the Rents and thereafter the Mortgagee may exercise the rights granted by the Mortgagor to the Mortgagee hereunder. The Mortgagee shall apply the Rents in payment of principal and interest becoming due on the Note and Mortgage and of expenses of the Mortgaged Property in such order as the Mortgagee may elect. If the Mortgagor shall be in possession of any portion of the Mortgaged Property at the time of a default under this Mortgage, the Mortgagor shall pay monthly in advance to the Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation thereof. Upon default in any such payment, the Mortgagor shall vacate and surrender possession of such occupied portion to the Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

The Mortgagee shall not be obligated for the performance of any of the obligations of the lessor under any lease of the Premises or any portion thereof by reason of the foregoing assignment.

The Mortgagor shall not execute any other assignment of leases or rents from the Premises or any portion thereof.

12. *Leases Security Deposits.* The Mortgagor shall not, without the prior written consent of the Mortgagee:

(i) cancel or terminate, or agree to cancel or terminate, any lease of the Premises or of any portion thereof unless, in connection therewith a new lease or leases is or are entered into which complies with (ii) below and is or are with a tenant or tenants with a credit standing(s) equivalent to or better than the tenant under such cancelled or terminated lease; or

(ii) execute any new lease or leases for any portion of the Premises unless, in each case, such new lease(s) provides for rent and additional rent equal to or greater than the aggregate net rent and additional rent payable under the immediately preceding lease(s) of such space and for terms and conditions not materially less onerous than such previously existing lease; in the event a new or modified lease covers an area previously subject to more than one lease or a portion of a leased area the foregoing determinations shall be made on a proportionate basis; or

(iii) modify any existing lease of the Premises to shorten the term thereof, decrease the amount of net rental or other sums due and payable thereunder or make materially less onerous the terms and conditions thereof except in connection with the execution of a new lease which complies with (ii) above; or

(iv) execute any lease of all or a substantial portion of the Premises except for actual occupancy by the lessee thereunder.

The Mortgagor will perform promptly all covenants, conditions and agreements contained in all leases of the Premises and will take all reasonable steps to compel performance by each lessee under its lease.

The Mortgagee shall not be bound by any payment of rent or additional rent for more than one month in advance or by any amendment or modification of any lease for any portion of the Premises.

All lease security deposits, if any, pertaining to leases of the Premises shall be deposited with the Mortgagee and maintained throughout the term of this Mortgage in an account bearing interest at the standard passbook rate for regular depositors.

The Mortgagor shall furnish to the Mortgagee, within ten days after a request by the Mortgagee, with a written statement setting forth the names of all lessees of the Premises, the space occupied and the rental payable thereunder together with, if requested by the Mortgagee, copies of such leases.

13. *Additions.* Any additions, renewals, substitutions or replacements for any portion of the Mortgaged Property shall become subject to the lien of this Mortgage immediately upon such addition, renewal, substitution or replacement as though originally owned by the Mortgagor and specifically made subject to this Mortgage.

14. *Further Assurances.* The Mortgagor shall, upon the request of the Mortgagee, without cost to the Mortgagee, make, execute and deliver any and all instruments which may be necessary for the purpose of making effective any of the covenants, agreements or provisions contained in this Mortgage.

15. *Fees and Expenses.* The Mortgagor will pay all filing, registration and recording fees and other expenses relating to this Mortgage, any financing statements filed in connection therewith, any supplements or additions to the foregoing, any satisfaction or assignment requested by the Mortgagor and all taxes or assessments relating to this Mortgage or the indebtedness secured hereby. The Mortgagee shall be entitled to recover the reasonable fees and expenses of its counsel incurred in connection with any default under the Note or this Mortgage including fees and expenses incurred in any foreclosure proceeding pursuant to this Mortgage. If the holder of this Mortgage shall become a party in any action or proceeding in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by said holder in connection therewith, including reasonable counsel fees, shall be paid by the Mortgagor and said amount shall be a lien on the Mortgaged Property. If the Mortgagor shall fail to pay such sums upon request by the Mortgagee, the amount thereof shall bear interest at the rate set forth in Section 22 hereof from the date of request to the date of payment.

16. *Performance by Mortgagee.* If the Mortgagor shall default in the performance of any of the covenants contained herein, the Mortgagee may make advances to perform such covenants. All sums so advanced shall be immediately due and payable, shall bear interest at the rate set forth in Section 22 hereof from the date of advance to the date of payment and shall be a lien upon the Mortgaged Property. Performance by the Mortgagee of any such covenant shall not constitute performance by the Mortgagor for the purposes of Section 20 hereof.

17. *Estoppel Certificates.* The Mortgagor shall, within five (5) days of request by the Mortgagee, furnish a written statement to the Mortgagee setting forth the amount due and payable on this Mortgage together with a statement confirming by reference to exhibits the form of this Mortgage and the Note and stating whether there exists any modifications thereof.

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22. *Default Interest.* If the principal balance of this Mortgage is not paid when due and payable whether by maturity or acceleration, the outstanding balance shall bear interest from the due date to the date of payment in full at the rate of 3% in excess of the greater of (i) the rate set forth in the Note or (ii) the announced reference rate of Manufacturers Hanover Trust Company. For the purposes hereof, reference rate shall mean the rate announced by said

21. *Personality; Security Agreement.* This Mortgage shall constitute a security agreement for all Personally for the purposes of the Uniform Commercial Code. The Mortgagee hereby authorizes the Mortgagee to file any financing statement necessary under such Code to perfect the security interest of the Mortgagee without requiring the signature of the Mortgagee. The Mortgagee shall not execute or deliver any other financing statement or agreement creating a lien, encumbrance, or reservation of title for any of the Personally without the consent in writing of the Mortgagee.

No remedy set forth herein or available at law shall be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to any other remedy set forth in this Mortgage or available at law.

In connection with any foreclosure, the Mortgagee (i) waives to the extent legally possible all right to have the Mortgagee Property marshalled; (ii) will not claim or take any benefit of any extension or moratorium laws relating to the sale of the Mortgagee Property or any portion thereof after foreclosure; and (iii) waives its right to redeem the Mortgagee Property or any portion thereof after foreclosure of this Mortgage.

In the event such indebtedness is not paid when due, whether by acceleration or otherwise, the Mortgagee may foreclose this Mortgage. The Mortgagee may also be foreclosed for any portion of the indebtedness secured hereby subject to the continuing lien hereof for the balance of such indebtedness. In any proceeding to foreclose this Mortgage, the Mortgagee shall be entitled to the appointment of a receiver for the Mortgagee Property without regard to the adequacy of any security for the indebtedness secured hereby and without notice to the Mortgagee. The Mortgagee may adjourn from time to time any sale to be made of the Mortgagee Property or any portion by reason of such foreclosure and may sell the Mortgagee Property as a whole or in parts.

In the event of a default hereunder the Mortgagee may declare the entire principal amount due and owing under the Note and this Mortgage to be immediately due and payable regardless of any contrary provision set forth therein. During the continuance of any such default, the Mortgagee may, without limitation, enter upon and take possession of the Mortgagee Property and may operate, control, maintain, repair, improve and otherwise preserve and protect the Mortgagee Property. The Mortgagee, or any receiver appointed for the Mortgagee Property, shall have the right and power to execute and deliver valid and binding leases of portions of the Premises and to enter into other agreements affecting the Mortgagee Property, providing for the use, maintenance and occupancy thereof. All costs and expense incurred in connection with the foregoing, including reasonable compensation to the Mortgagee, shall be secured by this Mortgage and shall bear interest at the rate provided in Section 22 hereof.

In the event of a default hereunder the Mortgagee may declare the entire principal amount due and owing under the Note and this Mortgage to be immediately due and payable regardless of any contrary provision set forth therein. During the continuance of any such default, the Mortgagee may, without limitation, enter upon and take possession of the Mortgagee Property and may operate, control, maintain, repair, improve and otherwise preserve and protect the Mortgagee Property. The Mortgagee, or any receiver appointed for the Mortgagee Property, shall have the right and power to execute and deliver valid and binding leases of portions of the Premises and to enter into other agreements affecting the Mortgagee Property, providing for the use, maintenance and occupancy thereof. All costs and expense incurred in connection with the foregoing, including reasonable compensation to the Mortgagee, shall be secured by this Mortgage and shall bear interest at the rate provided in Section 22 hereof.

(a) if title to the Premises or any portion thereof shall be in any manner sold or transferred; for the purposes hereof a transfer shall include an agreement for the future transfer of title or the transfer, or agreement to transfer, of (i) all or any portion of the issued and outstanding stock of a corporate entity holding title to the Premises or (ii) any general partnership or joint venturer interest of a partnership or joint venture holding title to the Premises or any portion thereof.

(b) if the Premises or any portion thereof shall become subject to any lien or encumbrance or other financing arrangement or the lien of any judgment other than the lien of this Mortgage or a lien or financing arrangement approved in writing by the Mortgagee; or

(c) it shall be illegal for the Mortgagee to pay the taxes contemplated by Section 8 hereof; or

(d) if the Mortgagee shall become the subject of any proceeding pursuant to the Federal Bankruptcy Act or any other similar state or federal law or if the Mortgagee shall be declared a bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or shall consent to an appointment of a receiver of any part of the Mortgagee Property; or

(e) if there shall be a default, other than a default specified in (a) or (b) above, in the observance or performance of any other covenant, condition, representation or warranty of this Mortgage or the Note for a period of 30 days or more after written notice thereof has been given to the Mortgagee; or

(f) if there shall be a default, other than a default specified in (a) or (b) above, in the observance or performance of any other covenant, condition, representation or warranty of this Mortgage or the Note for a period of 30 days or more after written notice thereof shall have been given to the Mortgagee.

(g) default, other than a default specified in (a) above, shall be made in the payment of any sum due and payable under this Mortgage for a period of 10 days or more after written notice thereof shall have been given to the Mortgagee, or

(h) default shall be made in any payment due and payable under the Note as provided therein for a period of 10 days or more; or

20. *Defaults; Remedies.* It shall constitute a default under this Mortgage if any of the following shall occur:

19. *Financial Statements.* The Mortgagee will furnish, in writing, to the Mortgagee, annually, within sixty (60) days of the close of the Mortgagee's fiscal year, a true itemized statement for the immediately preceding year of the gross income and all expenses of operation of the Mortgagee Property. Said statement shall be certified to the Mortgagee by a Certified Public Accountant and shall be subject to audit by the Mortgagee or its representative. The Mortgagee will keep adequate books and records to enable it to comply with the foregoing and shall permit the Mortgagee and its agents to inspect the Premises and examine such books and records at such reasonable time as may be requested by the Mortgagee.

18. *Notices.* All notices pursuant to this Mortgage shall be directed to the addresses set forth herein (in the case of the Mortgagee, Attention: Mortgage Department) or such other address as may be specified by the party to which or whom notices are to be given. Notices may be served in person or sent by mail. In the event of mailing, notices shall be deemed to be given three (3) days after mailing by depositing in any United States post office station or letter box in a post paid envelope.

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Company for short term loans to large businesses with the highest credit standing. In the event such Company shall no longer have an announced reference rate, the rate shall be a comparable rate from a lending institution with offices in New York City selected by the Mortgagee.

23. *Interest Limitation.* No provision contained in this Mortgage or the Note shall require the payment or permit collection of interest in excess of the maximum amount permitted by law for a loan of the nature of the loan secured by this Mortgage and the Mortgagor shall not be obligated to pay any interest in excess of such amount.

~~24. *New York Law.*~~

(a) *Lien Law.* This Mortgage is subject to the provisions of Section Thirteen of the ~~New York Lien Law.~~

(b) *Mortgage.* The provisions in this Mortgage shall be in addition to the provisions set forth in Section 254 of the New York Real Property Law and in the event of any inconsistency between this Mortgage and such statute, the provisions of this Mortgage shall control and supersede the inconsistent provisions of the statute. Reference is made to ~~Section 291 f of the New York Real Property Law to obtain the benefits thereof with respect to Section 12 hereof.~~

24 25. *Successors.* The provisions of this Mortgage shall run with the land and bind the legal representatives and heirs (if applicable) and successor and assigns of the parties hereto and all subsequent owners of the Mortgaged Property without, however, affecting any provision hereof requiring the consent of the Mortgagee to a transfer of the Premises. References herein to Mortgagee shall include any holder of this Mortgage and the Note.

25 26. *Miscellaneous.* This Mortgage constitutes the entire agreement of the Mortgagee and Mortgagor and cannot be changed orally. The Mortgagee's right to pursue any right or remedy available pursuant to this Mortgage or at law shall be unaffected by any oral waiver and a waiver of any such right or remedy, to be effective, must be in writing and executed by the Mortgagee.

No delay or omission by the Mortgagee in exercising any right or power set forth herein or at law shall constitute a waiver thereof. In the event more than one party is named as Mortgagor hereunder, the covenants of each party shall be joint and several. In the event any provision of this Mortgage shall be held to be invalid, illegal or unenforceable, such provisions shall not affect any other provision of this Mortgage and, at the option of the Mortgagee, this Mortgage shall be construed as if such provision had not been contained herein.

26 Notwithstanding the provisions of Section 20 (g) hereof, transfers among existing general partners of the Mortgagor, as of the date hereof, shall not constitute a default under this Mortgage.

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RECORDED  
INDEXED  
MAY 15 1975  
CLERK OF COUNTY OF NEW YORK

1975 MAR 30 PM 3 24  
GOVERNOR OF NEW YORK COUNTY  
NO 31-12824  
MORTGAGE PUBLIC STATE OF NEW YORK  
TIMY REDECHY

IN WITNESS WHEREOF, the undersigned have executed this Mortgage the day and year first above mentioned.

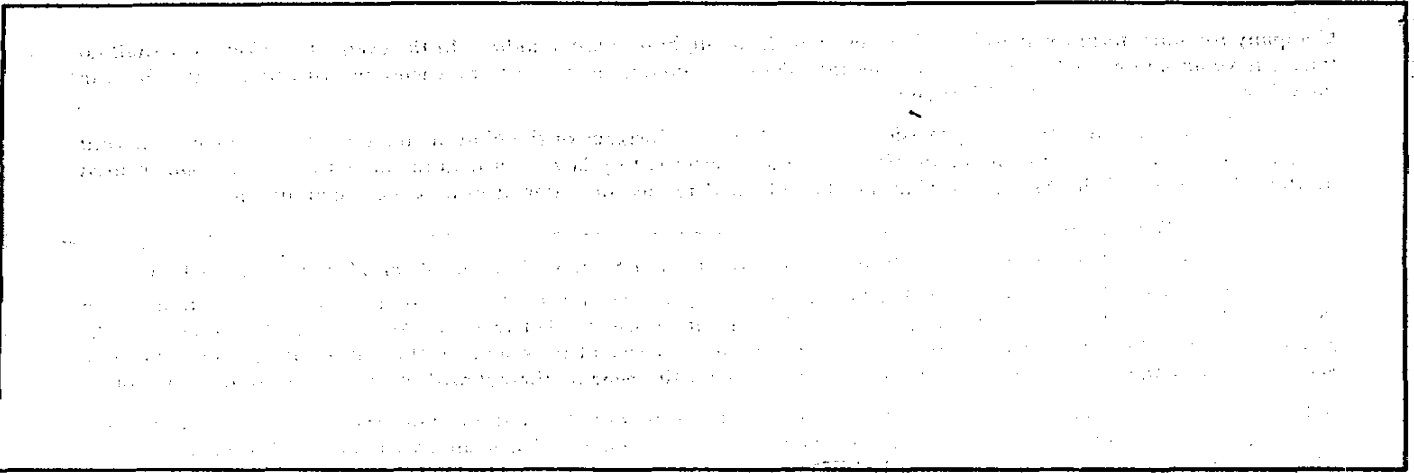
ABLZ Investments

BY: *Salvatore J. Zizza*  
Salvatore J. Zizza  
General Partner

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RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



Doc 303

Attention: C. Graham  
330 Madison Avenue  
New York, New York 10017

MAIL TO



Prepared By And

RECORD AND RETURN TO  
SHEA & GOULD  
Address: 9th and North Avenue  
Melrose Park, Illinois

TO

ABLZ Investments

SECTION  
BLOCK  
LOT

COUNTY OR TOWN

Mortgage  
85-05729  
J.P.

88154329

Notary Public

88154329

APR 13 PM 2:54

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

that he is the

me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. 19, before

STATE OF NEW YORK, COUNTY OF

Notary Public  
No. 21-73674  
Qualified in New York County  
Term Expires March 30, 1987

*[Signature]*

to me known to be the individual described in and who executed the foregoing instrument; and acknowledged that he executed the same.

On the day of 19 before me personally came

STATE OF NEW YORK, COUNTY OF

to me known, who, being by me duly sworn, did depose and say that he is a member of the partnership of ABLZ Investments (the firm described in and which executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument for and in behalf of said partnership.

Salvatore J. Zizza,

me personally came On the 18th day of November 1986 before

STATE OF NEW YORK, COUNTY OF New York

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85-05729

SCHEDULE A

LEGAL DESCRIPTION

PIN: 12-34-405-018-0000

LEASEHOLD ESTATE, as created by that certain Memorandum of Lease made by HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1972 AND KNOWN AS TRUST NUMBER 35300, lessor, and NICO CONSTRUCTION COMPANY, INC., lessee, dated May 4, 1984 and recorded August 20, 1984 as Document Number 27221098 and assigned to Nico Inc., a corporation of Delaware by Document Number 85310662 recorded December 5, 1985, and assigned to Nico Construcion Company, Inc. by Assignment of Lease recorded January 2, 1986 as document number 86001447, and assigned to ABLZ Investments, a New York Partnership, by Assignment recorded April 15, 1986 as document number 86144940, demising the following described land for a term of years commencing no later than March 1, 1984 and ending October 31, 1998:

Parcel 1A:

That part of lots 14 and 15 in Sturm Estate Subdivision of the East half of the South East quarter of the South East quarter of fractional Section 34, South of the Indian Boundary Line and part of the South West quarter of the South West quarter of Section 35, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point lying 805.20 feet North of the South line of Section 34 and 45.00 feet West of the West line of Section 35; thence South 0 degrees 01 minutes 15 seconds West, a distance of 90.00 feet; thence North 89 degrees 53 minutes 30 seconds West, a distance of 225.00 feet; thence North 0 degrees 01 minutes 15 seconds East, a distance of 90.00 feet; thence South 89 degrees 53 minutes 30 seconds East, a distance of 225.0 feet to the point of beginning, in Cook County, Illinois.

ALSO

Parcel 1B:

Easements for ingress and egress in favor of Parcels 1A as set forth in the Easement Agreement made by and between Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 14, 1971 and known as Trust Number 34900 and Harris Trust and Savings Bank, as Trustee under Trust Agreement dated November 1, 1972 and known as Trust Number 35300, dated October 11, 1972 and recorded December 21, 1973 as document 22578362, over the following described land:

Beginning at a point on the West line of Section 35, lying 170.20 feet North of the South West corner of Section 35; thence North 89 degrees 53 minutes 30 seconds West, a distance of 23.00 feet; thence North 0 degrees 01 minutes 15 seconds East, a distance of 685.00 feet; thence South 89 degrees 53 minutes 30 seconds East,

ALSO

Beginning at a point lying 15.00 feet West of the West line of Section 35 and 170.20 feet North of the South line of Section 34; thence North 89 degrees 53 minutes 30 seconds West, a distance of 30.00 feet; thence North 0 degrees 01 minutes 15 seconds East, a distance of 635.00 feet; thence South 89 degrees 53 minutes 30 seconds East, a distance of 30.00 feet; thence South 0 degrees 01 minutes 15 seconds West, a distance of 635.00 feet to the point of beginning.

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Property of Cook County Clerk's Office