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JUNIOR SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 22 day of September, 1989, by NIRA LIMITED PARTNERSHIP, a Illinois limited partnership duly organized and existing under the laws of the State of Illinois (referred to herein as the "Debtor"), and PHILIP MARKIEWICZ, ("Secured Party").

DEFT-01

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COOK COUNTY RECORDER

RECITALS:

A. Secured Party agreed to make a loan in the amount of NINE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$940,000.00) (the "Loan" evidenced by a Mortgage Note (the "Note") from American National Bank of Chicago as Trustee under Trust Agreement dated June 26, 1989 and known as Trust No. 108689-09 and NIRA Limited Partnership to the order of the Secured Party and Secured by, among other things, a Mortgage (the "Mortgage") given by American National Bank of Chicago as Trustee under Trust Agreement dated June 26, 1989 and known as Trust No. 108689-09 and NIRA Limited Partnership to the Secured Party and encumbering the premises (the "Premises" and "Property") legally described on Exhibit A attached hereto and made a part hereof.

B. As a condition of making such Loan Lender has required that Debtor grant Secured Party a security interest in, and, therefore, Debtor has agreed to grant to Secured Party a security interest in all the property, whether presently owned by Debtor or hereafter acquired, described as the "Collateral" in Exhibit B attached hereto, which Collateral is located on the Premises.

With reference to the above recitals, and in reliance thereon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto the Secured Party, the Collateral and all of Debtor's present and hereafter acquired right, title and interest in and to the Collateral, for the purpose of securing payment of all indebtedness, obligations and liabilities of Debtor to Secured Party arising under or in connection with the Note, the Mortgage, and any other documents or instruments evidencing or securing the Note (hereinafter referred to as the "Loan Documents") and performance of all agreements, covenants, terms and conditions contained in the foregoing documents and instruments.

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2. WARRANTIES, REPRESENTATIONS AND COVENANTS OF DEBTOR:

Debtor hereby respectively warrants, represents and covenants as follows:

- (a) Debtor is and will be the sole owner of the Collateral, free from any lien, security interest, encumbrance or adverse claim of any kind (except from the lien of the First Mortgage as defined in the Mortgage). After the date hereof, Debtor will not permit any financing statement to be filed with respect to the Collateral or any portion thereof, except in favor of the Secured Party and any lenders under the First Mortgage. Debtor will notify Secured Party of, and will defend the Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Collateral will not be used and was not purchased for personal, family or household purposes.
- (c) Subject to the terms of subparagraph 2(e) hereof, the Collateral will be kept on the Premises, and Debtor will not remove the Collateral from the Premises without the prior written consent of Secured Party.
- (d) At the request of Secured Party, Debtor has or will join Secured Party in executing one or more financing statements (or assignments of existing financing statements, wherein Debtor is the secured party) identifying the Collateral and evidencing the security interest of Secured Party in the Collateral pursuant to the requirements of Uniform Commercial Code and in form satisfactory to Secured Party. Debtor will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable.
- (e) After the date hereof, without the prior written consent of Secured Party, Debtor will not sell, exchange, dispose of, lease, offer to sell or otherwise transfer or otherwise deal with the Collateral (the value of which is in excess of Ten Thousand and No/100 Dollars) or any portion or interest therein, unless simultaneously therewith new items of Collateral, which items may be similar to those proposed to be disposed of and which shall be of a substantially equal or greater value, are substituted therefor. Debtor shall file with the Secured Party a certificate signed by Debtor

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describing such portion of the Collateral as is being so disposed of and stating that the same has become obsolete, worn out, damaged, destroyed, sold, transferred, or exchanged, and that such portion of the Collateral will be replaced immediately upon the removal thereof. Such certificate likewise shall certify as to the reasonable and equivalent value of the property so acquired or to be acquired in replacement or substitution. All after-acquired property of the Debtor located on the Premises and all additions or replacements acquired pursuant to the provisions of this paragraph shall immediately be and become, without any other act on the part of the Debtor, subject to the security interest and lien of this Agreement, which security interest shall be prior to any other security interest or lien on such property. Unless expressly recited or provided to the contrary in this Agreement or in the other Loan Documents, Debtor may not hereafter acquire any property subject to prior security interests. If the Collateral or any part thereof is sold, transferred, exchanged, or otherwise disposed of, the security interest of Secured Party shall extend to the proceeds of such sale, transfer, exchange or other disposition.

- (f) Debtor shall cause the Collateral at all times to be kept insured at its own expense under one or more policies with such companies, and in such form as are reasonably satisfactory (any insurance required by any lenders under the First Mortgage shall be deemed acceptable to the Secured Party) to the Secured Party. The insurance policies will contain a Standard Mortgage clause in favor of the Secured Party and any lenders under the First Mortgage. Such insurance policies shall provide for at least thirty (30) days prior written notice to Secured Party of cancellation, termination, lapse, reduction in amount or material change in coverage of such policies, and shall be delivered to and held by Secured Party, together with evidence of payment of premiums thereof. Debtor will promptly notify Secured Party of any loss or damage to the Collateral and will not adjust or settle such or any loss without the written consent of the Secured Party. In the event of foreclosure or sale under this Agreement, all right, title and interest of the Debtor in and to any insurance policies then in force shall pass to the purchaser at any sale, and Secured Party is hereby appointed attorney-in-fact for Debtor to assign and transfer said policies.

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- (g) Debtor will keep the Collateral free from any lien, security interest or encumbrance and in good condition and repair. From time to time and at the request of Secured Party, Debtor will make necessary repairs, replacements, renewals and additions to the Collateral and which may be required by reason of use, wear, obsolescence, damage or destruction, however caused, to the end that the efficiency of the business conducted on the Premises shall not be impaired. Debtor will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any material part thereof, except for ordinary wear and tear in the course of its normal and expected use. Debtor will not use the Collateral in violation of any statute or governmental rule, regulation or ordinance.
- (h) Debtor will pay prior to delinquency all taxes, licenses, and assessments, assessed against the Collateral, imposed on account of its use or operation or imposed upon the Secured Party's Note ("Impositions") and shall deliver to Secured Party, within fifteen (15) days of request a receipt, or other evidence satisfactory to Secured Party, of the payment thereof.
- (i) At the Secured Party's request, Debtor will execute any document, will procure any document and will do all other acts which from the character or use of the Collateral may be reasonably necessary to protect the Collateral against the rights, claims or interests of third persons, and will otherwise preserve the Collateral as security hereunder.
- (j) Debtor shall furnish promptly to Secured Party such information concerning the Collateral as Secured Party may from time to time reasonably request. Debtor shall permit and hereby authorizes Secured Party to examine and inspect the Collateral and any portion thereof wherever the same may be located. Debtor shall, at the request of Secured Party, assemble the Collateral or such portion thereof as may be designated by Secured Party, together with all documents and records pertaining thereto, at the Premises.

3. PRESERVATION OF COLLATERAL BY SECURED PARTY.

Subject to the terms and provisions of Paragraph 5, should Debtor fail or refuse to make any payment, perform or observe any other covenant, condition or obligation, or take any other action required by the terms of this Agreement at the time or in the

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manner herein provided, then Secured Party may, at Secured Party's sole discretion, without notice to or demand upon Debtor, and without releasing Debtor from any obligation, covenant or condition hereof, make, perform, observe, take or do the same in such manner and to such extent as Secured Party may deem reasonably necessary to protect its security interest in or the value of the Collateral. Furthermore, Secured Party may commence, defend, appeal or otherwise participate in any action or proceeding purporting to affect its security interest in or the value of the Collateral. Debtor hereby agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization (including court costs and reasonable attorneys fees and disbursements), and agrees further to pay interest thereon from the date of said payment or expenditure at the rate specified in the Note as the Default Rate.

4. USE OF COLLATERAL BY DEBTOR.

Until Default be made hereunder, Debtor may have possession of the Collateral and use it in any lawful manner contemplated in the Note and the Loan Documents and consistent with this Agreement and any policy of insurance affecting the Collateral.

5. DEFAULT

The occurrence of any of the following shall constitute a default ("Default") hereunder:

- (a) If Debtor fails to observe or perform any term, covenant or conditions of the Note, this Agreement or any of the other Loan Documents and such default is not cured within the time period expressly established therefor, if any (Debtor shall not be in Default under this Agreement unless Debtor has failed to cure the Default within fifteen (15) days of written notice from the Secured Party); or
- (b) If any writ or any distress warrant shall be issued against or levied on the Collateral, or any part thereof; or if the Debtor shall sell or assign or attempt to sell or assign the Collateral, or any interest therein in violation of paragraph 2(e) hereof, which events shall not be corrected or cured by Debtor within twenty (20) days after notice thereof by Secured Party; or
- (c) If the Collateral or any part thereof is removed or transferred, or attempted to be removed or transferred, from the Premises, or sold or disposed of, in violation of the terms of Paragraphs 2(c) and 2(e), and substitute Collateral is not provided

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within twenty (20) days thereafter; or

- (d) If any representation or warranty made by Debtor herein, or in any other instrument, agreement or written statement in any way related hereto, to the Collateral or any portion thereof, or to the Loan, shall prove to have been false or incorrect in any material respect on or after the date when made, which representation or warranty is not corrected or made good within twenty (20) days after written notice thereof to Debtor.

6. REMEDIES UPON DEFAULT.

Upon the occurrence of Default, Secured Party may, in addition to exercising those remedies specified in the Note, and any of the other Loan Documents, at any time, at its election, without further notice, and to the extent permitted by law.

- (a) Foreclose this Agreement and the security interest granted hereby, as provided herein, or in any manner permitted by law, either personally, through agents or by means of a court appointed receiver, and take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming through or under Debtor, and exercise any and all of the rights and remedies conferred upon Secured Party by the Note and the other Loan Documents or by applicable law, either concurrently or in such order as Secured Party may determine. Secured Party may sell, lease or otherwise dispose of, or cause to be sold, leased or otherwise disposed of in such order as Secured Party may determine, the Collateral described in this Agreement, or exercise any of the rights conferred upon the Secured Party by this Agreement, the Note or other Loan Documents without affecting in any way the rights or remedies to which Secured Party may be entitled under any other Loan Document; and/or
- (b) Make such payments and do such acts as Secured Party may deem reasonably necessary to protect its security interest in the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge, claim or lien which is prior to or superior to the security interest granted hereunder, and, in exercising any such powers or authority, pay all expenses incurred in connection therewith, and all funds

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expended by Secured Party in protecting its security interest shall be deemed additional indebtedness Secured by this Agreement, and/or

- (c) Require Debtor to assemble the Collateral, or any portion thereof, at the Premises and promptly to deliver such Collateral to Secured Party, or an agent or representative designated by it; and/or
- (d) Publicly or privately sell, lease or otherwise dispose of the Collateral, upon terms and in such manner as Secured Party may reasonably determine. Secured Party may be a purchaser of the Collateral at any public sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and such notice, if given to the Debtor pursuant to the provisions of Paragraph 8 hereof at least twenty (20) days prior to the date of any public sale or disposition or the date after which any private sale or disposition may occur, shall constitute reasonable notice of such sale, lease or other disposition; and/or
- (e) Notify any account debtor or any other party obligated on or with respect to any of the Collateral to make payment to Secured Party or its nominee of any amounts due or to become due thereunder or with respect thereto and otherwise perform its obligations with respect to the Collateral on behalf of and for the benefit of Secured Party. Secured Party may enforce collection and performance with respect to any of the Collateral by suit or otherwise, in its own name or in the name of Debtor or a nominee, and surrender, release, or exchange all or any part thereof; and compromise, extend or renew (whether or not for longer than the original period) or transfer, assign or endorse for collection or otherwise, any indebtedness or obligation with respect to the Collateral, or evidenced thereby, and upon request of Secured Party, Debtor will, at its own expense, notify any person obligated on or with respect to any of the Collateral to make payment and performance directly to, in the name of, and on behalf of

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Secured Party of any amounts or performance due or to become due thereunder or with respect thereto; and/or

- (f) Exercise any remedies of a Secured Party under the Uniform Commercial Code or any other applicable law.

To effectuate the foregoing, Debtor agrees that if the Secured Party demands or attempts to take possession of the Collateral or any portion thereof in exercise of its rights and remedies hereunder and under any other Loan Document, Debtor will promptly turn over and deliver possession thereof to Secured Party, and Debtor authorizes, to the extent Debtor may now or hereafter lawfully grant such authority, Secured Party, its employees and agents, and potential bidders or purchasers to enter upon any or all of the premises where the Collateral or any portion thereof may at the time be located (or believed to be located) and Secured Party may (i) remove the same therefrom or render the same inoperable (with or without removal from such location), (ii) repair, operate, use or manage the Collateral or any portion thereof, (iii) maintain, repair or store the Collateral or any portion thereof, (iv) view, inspect and prepare for sale, lease or disposition the Collateral or any portion thereof, (v) sell, lease, dispose of or consume the same or bid thereon, or (vi) incorporate the Collateral or any portion thereof into the Premises.

Debtor hereby agrees to indemnify, defend, protect and hold harmless Secured Party and its employees, officers and agents for and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Collateral or as a result of Secured Party's seeking to obtain performance of any of the obligations due with respect to the Collateral, except from such liabilities, claims or obligations as result from gross negligence or intentional misconduct of Secured Party, its employees, officers or agents.

The proceeds of any sale under this Paragraph 6 shall be applied first to the payment of any sums owing to Secured Party pursuant to the provisions of the Note, this Agreement, or any of the other Loan Documents in such manner as Secured Party may elect, with any funds remaining after payment of the foregoing to be paid to Debtor.

Secured Party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to stop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment of any deficiency has been made in cash.

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7. OTHER REMEDIES.

The Mortgage and this Agreement shall be construed together as a single instrument and in any case in which the Secured Party is authorized to proceed in this manner set forth in paragraph 6 hereof, Secured Party may, at its sole option and in lieu of proceeding under paragraph 6 hereof, proceed as to both the Premises and the Collateral in accordance with Secured Party's rights and remedies in respect to the Premises under the Mortgage. Any and all remedies herein expressly conferred upon Secured Party shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law or equity on Secured Party, and the exercise of any one remedy shall not preclude the exercise of any other. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Secured Party by this Agreement is not required to be given.

8. NOTICES

Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Secured Party:

NIRA LIMITED PARTNERSHIP
155 Dickens Road
Northfield, Illinois 60093
Attention: Mr. Edward Niziol

MR. JAMES RAPIER
328 East Main Street
Barrington, Illinois 60010

With a copy to:

LYNN, LEVENSTEIN and RESNICK
20 North Clark Street, Suite 500
Chicago, Illinois 60602-4190
Attention: Mr. Donald Resnick until December 31,
1989; after January 1, 1990 to: 350 W. Hubbard, Suite
300, Chicago, Illinois 60610

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(b) If to Secured Party:

MR. PHILIP A. MARRIEWICE
1124 Gulf Keys Road
Sarasota Trails
Elgin, Illinois 60120

With a copy to:

SKRAIN, FINEEL & BURNBY, LTD.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601-0200
Attention: Michael E. Ross

9. WAIVER.

By exercising or failing to exercise any of its rights, options or elections hereunder, Secured Party shall not be deemed to have waived any breach or default on the part of Debtor or to have released Debtor from any of its obligations hereunder, unless such waiver or release is in writing and signed by Secured Party. In addition, the waiver by Secured Party of any breach hereof or default in payment of any amounts due under the Note, the Loan Agreement or this Agreement shall not be deemed to constitute a waiver of any succeeding breach or default.

10. APPLIED COLLATERAL.

The inclusion in this Security Agreement of any Collateral which may now be, or hereafter become, affixed or in any manner attached to the Premises shall be without prejudice to any claim at any time made by Secured Party that such Collateral is, or has become, a part of the Premises, or an accession to the Premises.

11. It is understood that this Junior Security Agreement is subordinate to any security agreements granted under the First Mortgage.

12. BINDING UPON SUCCESSORS.

This Agreement and all provisions hereof shall be binding upon Debtor, its successors, assigns, and legal representatives and all other persons or entities claiming under or through Debtor, and the word "Debtor", when used herein, shall include all such persons or entities and any others liable for the payment of the indebtedness Secured hereby or any part thereof, whether or not they have executed the Note or this Agreement. The word "Secured Party", when used herein, shall include Secured Party's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

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13. GOVERNING LAW. INTERPRETATION.

This Security Agreement has been negotiated, executed and delivered in Chicago, Illinois and shall be governed by the laws of the State of Illinois without reference to the conflicts of law principles of the State. The headings of sections and paragraphs in this Security Agreement are for convenience only and shall not be construed in any way to limit or define the context, scope or intent of the provisions hereof. As used in this Security Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Security Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Security Agreement shall be construed as if such invalid part

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were never included herein. Time is of the essence of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

NIRA Limited Partnership, an Illinois limited partnership

By: KCM Development Corp., an Illinois corporation, a general partner

By: Edward N. [Signature]
President

Attest: [Signature]
Secretary

By: Barrington Development Corporation, an Illinois corporation, a general partner

By: James R. [Signature]
President

Attest: James R. [Signature]
Secretary

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

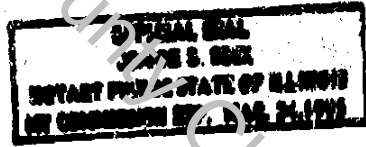
I, Joanne B. Beck, an notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NIRA Limited Partnership, by James R. Rapier, President of Barrington Development Corp. and James R. Rapier, Secretary of Barrington Development Corp., personally known to me to be the President and Secretary of said corporation, a General Partner and by Edward Niziel, President of KCN Development Corp. and Mitchell Kelly, Assistant, Secretary of KCN Development Corp., a General Partner personally known to me to be the President and Secretary of said corporation whose names are subscribed to the foregoing Note, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Note as their free and voluntary act, on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 27th day of September, 1989.

Joanne B. Beck
Notary Public

My Commission Expires: 3-24-93

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EXHIBIT A

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, THENCE SOUTH 01 DEGREE 49 MINUTES 14 SECONDS WEST, 860.91 FEET ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 16 MINUTES 49 SECONDS EAST, 351.40 FEET TO THE MOST SOUTHWESTERLY SOUTHWEST CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 1-PLANNED UNIT DEVELOPMENT AS DESCRIBED ON JULY 23, 1985 UNDER DOCUMENT NO. 89113985 AND UNDER DOCUMENT NO. 89113985 AND RERECORDED ON JANUARY 30, 1989, RERECORDED ON JANUARY 30, 1989, UNDER DOCUMENT NO. 89046078 IN COOK COUNTY, ILLINOIS; THENCE ALONG THE BOUNDARY OF SAID UNIT 1, THE FOLLOWING 3 COURSES:

NORTH 01 DEGREE 43 MINUTES 11 SECONDS EAST, 390.81 FEET;
NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET;
NORTH 69 DEGREE 00 MINUTES 00 SECONDS EAST, 140.00 FEET TO A SOUTHWESTERLY CORNER, AS MONUMENTED AND OCCUPIED, OF SARASOTA TRAILS UNIT 2 - PLANNED UNIT DEVELOPMENT AS RECORDED ON JULY 29, 1985 UNDER DOCUMENT NO. 89123030 AND RERECORDED ON JANUARY 30, 1989 UNDER DOCUMENT NO. 89046079 IN COOK COUNTY, ILLINOIS.

THENCE ALONG THE BOUNDARY OF SAID UNIT 2 THE FOLLOWING 3 COURSES:

SOUTH 48 DEGREE 30 MINUTES 00 SECONDS EAST, 60.00 FEET;
SOUTH 83 DEGREE 13 MINUTES 31 SECONDS EAST, 248.89 FEET;
NORTH 90 DEGREE 00 MINUTES 00 SECONDS EAST, 146.86 FEET;

THENCE SOUTH 57 DEGREE 50 MINUTES 00 SECONDS EAST, 30.00 FEET; THENCE SOUTH 84 DEGREE 50 MINUTES 00 SECONDS EAST, 18.01 FEET; THENCE SOUTH 32 DEGREE 24 MINUTES 43 SECONDS WEST, 135.92 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 108.00 FEET (WHOSE CHORD BEARS SOUTH 54 DEGREE 04 MINUTES 30 SECONDS EAST, 34.61 FEET) AN ARC DISTANCE OF 34.76 FEET; THENCE SOUTH 44 DEGREE 51 MINUTES 18 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 204.22 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 96.00 FEET (WHOSE CHORD BEARS SOUTH 36 DEGREE 56 MINUTES 00 SECONDS EAST, 26.46 FEET), AN ARC DISTANCE OF 26.55 FEET; THENCE NORTH 60 DEGREE 59 MINUTES 19 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED COURSE, 65.51 FEET; THENCE NORTH 87 DEGREE 53 MINUTES 57 SECONDS EAST, 121.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, AS RECORDED IN BOOK 305 OF PLATS AT PAGES 39 AND 40 UNDER DOCUMENT NO. 11200334; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 02 DEGREE 26 MINUTES 53 SECONDS WEST, 516.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREE 47 MINUTES 14 SECONDS WEST, 1320.94 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 01 DEGREE 49 MINUTES 34 SECONDS EAST, 476.54 FEET ALONG THE WEST LINE THEREOF, TO THE POINT OF BEGINNING CONTAINING 890,156 SQUARE FEET (20.44 ACRES) MORE OR LESS

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EXHIBIT B

DEBTOR: NIRA LIMITED PARTNERSHIP an Illinois limited partnership

SECURED PARTY: PHILIP A. MARKIEWICZ

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor, or each or any of them, and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposal doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, televisions, radios, amplifiers, beds, mattresses, towels, linens, bedspreads, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all personal property owned by Debtor and now or hereafter used for similar purposes in or on the "Premises" (as described on Exhibit A hereto);

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

3. Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;

4. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all

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amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises.

5. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

6. Debtor's right, title, and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity (including without limitation Debtor and Secured Party under the powers granted by the Security Agreement made between Debtor and Secured Party and the other Loan Documents) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

7. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, and general intangibles relating to the Premises.

8. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the Mortgage or in this Security Agreement, the use or occupancy thereof, or the business conducted thereon;

9. All awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

10. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

11. Debtor's right, title and interest in and to one hundred (100%) percent of the beneficial interest held and owned by Debtor under Trust Agreement dated June 26, 1989 and known as Trust No. 108689-09 with AMERICAN NATIONAL BANK OF CHICAGO, as Trustee.

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