

(Illinois)

\$69.00

MORTGAGE AND SECURITY AGREEMENT

THE MORTGAGOR REPUBLIC ENGINEERED STEELS, INC., a Delaware corporation having offices at 410 Oberlin Road, S.W., Massillon, Ohio 44647, hereby Mortgages and Warrants to The First National Bank of Boston, a national banking association having a principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as Agent for itself and the other Banks identified in the Credit Agreement (as defined in the Mortgage Rider attached hereto as Schedule I) (in such capacity, the "Mortgagee") to secure the Obligations (as defined the Mortgage Rider attached hereto as Schedule I), and the performance of the obligations of the Mortgagor under the Security Documents (as defined in the Credit Agreement) and grants Mortgagee a security interest in, the property described in Attachment A attached hereto and incorporated herein by reference (the "Property") situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

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The covenants, agreements, conditions, representations and warranties contained in the Mortgage Rider which is annexed hereto as Schedule I are incorporated herein by reference as if fully set out herein; and all references to the covenants, agreements, conditions, representations and warranties contained in this Mortgage shall be deemed to include the covenants, agreements, conditions, representations and warranties contained herein and in said Mortgage Rider.

The Mortgagor further covenants and agrees as follows:

- (A) The term "Obligations" as used herein shall have the meaning set forth in the Mortgage Rider attached hereto as Schedule I and shall also include any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Property, perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby;

This instrument prepared by and after recording return to:

Permanent Tax Index Numbers:

Susan Verdicchio, Esquire
Bingham, Dana & Gould
150 Federal Street
Boston, Massachusetts 02110
(617) 951-8000

See Schedule II attached hereto.

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18600 S. BURLEY
MICHIGAN, IL

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-2-

any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "non-recourse", now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee (provided, however, that the maximum amount included within the Obligations on account of principal shall not exceed the sum of an amount equal to \$215,000,000.00 plus the total amount of all advances made by the Mortgagee to protect the Property and the security interest and lien created hereby; plus the amount due on any indemnity given by the Mortgagor contained herein or in the other Mortgage Instruments, or the Credit Agreement (all of which terms are defined in the Mortgage Rider attached hereto as Schedule I); plus interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the other such Instruments and Agreements).

- (B) The Mortgagee shall have the following remedies, upon and during the continuance of an Event of Mortgage Default (as defined in the Mortgage Rider attached hereto as Schedule I) and to the extent provided by applicable law, in addition to the remedies hereinafter and in the Mortgage Rider set forth, whether such Event of Mortgage Default shall occur before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after sale thereunder: (i) to enter and take actual possession of the Property, the rents and the leases, or any part thereof, personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as the Mortgagee and under the powers herein granted, to hold, operate, manage and control the Property, the rents and the leases relating thereto and to conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents relating thereto

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(including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) to cancel or terminate any lease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) to elect to disaffirm any lease made subsequent hereto or subordinated to the lien hereof (except to the extent, if any, the Mortgagee has expressly agreed otherwise in writing); (vi) to make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its discretion, may seem appropriate; (vii) to insure and reinsure the Property for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) to receive all such rents and proceeds, and perform such other acts in connection with the management and operation of the Property, as the Mortgagee in its reasonable discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after and during the continuance of any Event of Mortgage Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rents to the payment of or on account of the following, in such order as it may determine: (1) payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance herein above authorized; (2) payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, including the cost from time to time of installing, replacing or repairing the Property, and of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (3) payment of any Obligations.

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-4-

Upon and during the continuance of any Event of Mortgage Default, the Mortgagee shall also have the right, immediately or at any time thereafter (in the Mortgagee's sole discretion), to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Obligations, without regard to the then value of the Property, and without the requirement of any bond therefor, be entitled on its motion to the appointment of a receiver of the Property, with power to take possession, charge and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency during any period of redemption. The court may from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including, without limitation, the following, in such order of application as the Mortgagee in its sole and unreviewable discretion may elect: (i) amounts due upon the Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses of foreclosure and litigation relative to the Property; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Property; (v) any other lien or charge upon the Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default or Event of Mortgage Default by the Mortgagor in the performance of any obligation or condition contained in the other Mortgage Instruments, or the Credit Agreement or this Mortgage or otherwise, to protect the security hereof provided herein or in the other Mortgage Instruments and Credit Agreement, with interest on such advances at the interest rate applicable after maturity as

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-5-

provided in the Credit Agreement. The overplus of the proceeds of sale, if any, shall be paid to the Mortgagor. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as the Mortgagee may elect, until all of the Property has been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of any preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

- (C) Notwithstanding anything contained in this Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or under any of the leases or otherwise, and the Mortgagor hereby agrees to indemnify against and hold the Mortgagee harmless of and from any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to Property by reason of its exercise of rights hereunder.
- (D) This Mortgage is granted to secure future advances under a revolving line of credit and loans from the Mortgagee to the Mortgagor, as provided in the Credit Agreement. All advances, disbursements or other payments required by or provided in such Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have the same priority as if advanced on the date that this Mortgage is recorded.
- (E) The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, appraisal, homestead, moratorium, valuation, exemption, stay, reinstatement, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, including but not limited to those under Ill. Rev. Stat. Ch. 110 ¶ 15-1601 et seq., and the Mortgagor agrees that no defense, claim or right based on any thereof

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-6-

will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Property. Without limiting the generality of the preceding sentence, the Mortgagor, to the fullest extent permitted by law, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property, or any thereof, subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

- (F) If Mortgagor should transfer its interest in the Property to any trustee or nominee pursuant to any Illinois Land Trust, nominee trust, or other similar arrangement, it shall constitute an Event of Mortgage Default hereunder.
- (G) Upon full payment and performance of the Obligations, this Mortgage shall terminate and be null and void.

Dated as of this 28th day of November, 1989.

REPUBLIC ENGINEERED
STEELS, INC.,
a Delaware corporation

By: Al Mauer (Seal)

Title: President (Seal)

By: James D. Donohue (Seal)

Title: Secretary (Seal)

Signed in the presence of:

Richard A. Ewing

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STATE OF NEW YORK)
COUNTY OF MANHATTAN)
NEW YORK

I, Theresa M. Kobel, a Notary Public in and for said county, in the State or Commonwealth aforesaid, DO HEREBY CERTIFY that Russell MAERZ and JAMES D. DONOHUE of Republic Engineered Steels, Inc., personally known to me or established by sufficient evidence to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said corporation, by its authority, in their capacities as President and Secretary, respectively of Republic Engineered Steels, Inc., and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 28th day of November, 1989.

(Impress Seal Here)

Theresa M. Kobel
Notary Public

THERESA M. KOBEL
Notary Public, State of New York
No. 31-4659789
Qualified in New York County
Commission Expires Sept. 30, 1991

Commission Expires: _____

PREPARED BY HAND

Address of Property: 11600 S. Burley Avenue, Chicago, ILL

STATE OF NEW YORK
COUNTY OF MANHATTAN
NEW YORK

On this 28th day of November, 1989 before me personally appeared Russell MAERZ and JAMES D. DONOHUE, to me known, who being by me duly sworn, did depose and say that they reside at 1346 BLANCKBROOK CT. WESTLARE OH 44145 and 12510 Edgewater Dr. Lakewood OH 44102, respectively, that they are the President and Secretary, respectively, of Republic Engineered Steels, Inc., the corporation described in and which executed the above instrument; that they know the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that they signed their names thereto by like order.

Theresa M. Kobel
Notary Public

THERESA M. KOBEL
Notary Public, State of New York
No. 31-4659789
Qualified in New York County
Commission Expires Sept. 30, 1991

[SEAL] My Commission Expires:

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-8-

SCHEDULE II

Permanent Tax Index Numbers:

1. 26-19-102-015-0000
2. 26-19-200-006-0000
3. 26-19-200-011-0000
4. 26-19-200-012-0000
5. 26-19-200-013-0000
6. 26-19-200-014-0000
7. 26-19-201-005-0000
8. 26-19-201-007-0000
9. 26-19-201-008-0000
10. 26-19-201-009-0000
11. 26-19-202-023-0000
12. 26-19-202-024-0000
13. 26-19-203-021-0000
14. 26-19-203-022-0000
15. 26-19-204-017-0000
16. 26-19-204-018-0000
17. 26-19-205-017-0000
18. 26-19-205-018-0000
19. 26-19-206-024-0000
20. 26-19-206-043-0000
21. 26-19-206-044-0000
22. 26-19-206-045-0000
23. 26-19-206-046-0000

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24. 26-19-206-047-0000
25. 26-19-206-048-0000
26. 26-19-206-049-0000
27. 26-19-207-001-0000
28. 26-19-207-002-0000
29. 26-19-207-003-0000
30. 26-19-207-004-0000
31. 26-19-301-004-0000
32. 26-19-301-005-0000
33. 26-19-301-007-0000
34. 26-19-400-012-0000
35. 26-19-400-013-0000
36. 26-19-400-014-0000
37. 26-19-400-015-0000
38. 26-19-400-016-0000
39. 26-19-400-017-0000
40. 26-19-400-018-0000
41. 26-19-401-003-0000
42. 26-19-401-005-0000
43. 26-19-401-006-0000
44. 26-19-401-007-0000
45. 26-19-200-001-0000
46. 26-30-200-004-0000
47. 26-30-200-005-0000
48. 26-30-201-004-0000
49. 26-30-201-005-0000

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LEGAL DESCRIPTION
OF CHICAGO BAR PROPERTY

PARCEL 1A:

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEET NUMBER 7 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 0 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.13 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE CONTINUING SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1928.26 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 53 SECONDS WEST ALONG SAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, 92.90 FEET TO A POINT; THENCE NORTH 85 DEGREES 03 MINUTES 18 SECONDS EAST, 173.49 FEET TO A POINT ON A LINE 15 FEET NORTH WEST OF AND PARALLEL TO THE PREVIOUSLY DESCRIBED LINE DESCRIBED AS SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST ON SAID PARALLEL LINE 1743.09 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF

THE EASTERLY CHANNEL LINE OF THE NEW CHANNEL OF THE CALUMET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND NORTH OF THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 19 AND WEST OF THE CENTER LINE OF A STRIP OF LAND DESIGNATED ON THE PLAT OF FRISBIES ADDITION TO CARONDOLET AVENUE (NOW VACATED) BEING THE EAST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 19 (EXCEPT THAT PART NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, IN COOK COUNTY, ILLINOIS

PARCEL 10:

ALL OF BLOCKS 3 TO 10, BOTH INCLUSIVE, INCLUDING ALL OF THE STREETS AND ALLEYS ADJOINING AND ACCRUING TO SAID BLOCKS, IN INDIAN RIDGE, BEING A SUBDIVISION OF 40 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869 AS DOCUMENT 26596 (EXCEPTING FROM SAID PREMISES THAT PART LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET, NOW VACATED, AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE WEST LINE OF THE NORTH EAST 1/4 OF SECTION 19 AFORESAID; ALSO, EXCEPT THAT PART CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED RECORDED JUNE 29, 1945 AS DOCUMENT NUMBER 13540700 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED) NORTH OF 118TH STREET WITH A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE WEST 28.60 FEET OF SAID SOUTH BURLEY AVENUE (NOW

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VACATED) 965.74 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 09 MINUTES 57 SECONDS WEST ALONG SAID EAST-WEST CENTER LINE OF SECTION 19, 0.93 FEET TO THE INTERSECTION OF THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF 118TH STREET) WITH SAID CENTER LINE OF SECTION 19; THENCE SOUTH 00 DEGREES 23 MINUTES 09 SECONDS EAST 371.98 FEET ALONG THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF EAST 118TH STREET) TO A POINT, SAID POINT BEING ALSO ON THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY, WHICH RIGHT OF WAY LINE FROM THE LAST DESCRIBED POINT SOUTH IS COINCIDENTAL WITH SAID WEST LINE OF SOUTH BURLEY AVENUE; THENCE NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET, CONVEX TO THE NORTH EAST AN ARC DISTANCE OF 375.02 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID (SAID CURVED LINE BEING THE EASTERLY LINE OF THE TRACT. OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 6, 1919 AS DOCUMENT NUMBER 6639376); THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET CONVEX TO THE NORTH EAST AN ARC DISTANCE OF 235.74 FEET TO A POINT OF TANGENT; THENCE NORTH 18 DEGREES 14 MINUTES 21 SECONDS WEST TANGENTIAL TO THE LAST DESCRIBED CURVED LINE 12.84 FEET TO A POINT, WHICH POINT IS 100.93 FEET WEST MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF THE WEST 22.60 FEET OF SOUTH BURLEY AVENUE (NORTH OF 118TH STREET); THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 726.52 FEET TO A POINT ON A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG SAID LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID, 15.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 340.27 FEET TO A POINT; THENCE NORTH 60 DEGREES 53 MINUTES 30 SECONDS EAST 133.70 FEET TO A MONUMENT; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 406.80 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PARCEL 11:

THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEETS NUMBER 7 AND 8 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1192.98 FEET EAST OF THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL 1/4 SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY

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2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE LINE HEREINABOVE REFERRED TO; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ALONG SAID LINE A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF SAID SOUTH EAST FRACTIONAL 1/4, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), IN COOK COUNTY, ILLINOIS

PARCEL 12A:

THAT PART OF LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 19 AND A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 19; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST ON THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 19, 152.50 FEET TO THE SOUTH EAST CORNER OF SAID LOT 6; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 6 (SAID LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 19), 1355.11 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EASTERLY BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028, SAID EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY BEING COMMON WITH THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13540700; THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST (ON THE LAST DESCRIBED EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY), 152.50 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 19, THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 1355.33 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE EAST 65 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS

PARCEL 14:

A PERPETUAL EASEMENT AND RIGHT OF WAY IN FAVOR OF PARCELS 1A, 9, 10, 11, A PORTION OF PARCEL 29A, PARCEL 29B AND OTHER PROPERTY NOT NOW IN QUESTION FOR ALL FACILITIES NECESSARY OR DESIRABLE FOR THE OPERATION OF A PLANT LOCATED ON SAID LAND, AS RESERVED IN A DEED DATED JUNE 2, 1945 AND RECORDED JUNE 29, 1945 AS DOCUMENT NUMBER 13540700, OVER THE REAL ESTATE CONVEYED IN SAID INSTRUMENT, IN COOK COUNTY, ILLINOIS

PARCEL 15A:

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THAT PART OF SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY LYING IN THE EAST 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT IS AT 1192.98 FEET EAST OF THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL 1/4 SECTION, THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTH EAST FRACTIONAL 1/4 OF SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), THENCE NORTH 0 DEGREES 00 MINUTES 41 SECONDS EAST ON A LINE WHICH IS 100.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 28.60 FEET OF BURLEY AVENUE, (NOW VACATED), A DISTANCE OF 965.57 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID SECTION 19; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 15.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS EAST A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVED LINE, HAVING A RADIUS OF 992.93 FEET CONVEX TO THE SOUTH EAST, HAVING A CHORD BEARING OF NORTH 10 DEGREES 35 MINUTES 53 SECONDS EAST AND A CHORD DISTANCE OF 355.29 FEET AN ARC DISTANCE OF 357.21 FEET TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.00 FEET TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 17 MINUTES 31 SECONDS WEST ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK (SAID TRACK BEING THE MOST EASTERLY TRACK), A DISTANCE OF 447.00 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTES 19 SECONDS EAST A DISTANCE OF 965.72 FEET ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF THE MOST EASTERLY TRACK TO A POINT ON THE EAST-WEST CENTER LINE OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 23 MINUTES 35 SECONDS EAST A DISTANCE OF 2612.60 FEET TO A POINT ON A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 88 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 78.32 FEET TO THE POINT OF

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BEGINNING,

(EXCEPTING THEREFROM THAT PART OF SAID RAILROAD BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 19 AND THE EAST LINE OF THE HERETOFORE DESCRIBED PARCEL, SAID POINT BEING ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON SAID LINE 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 19, 11.41 FEET TO A POINT ON A LINE 15.00 FEET NORTH WEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST ON SAID LINE 15.0 FEET NORTH WEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL "A", 13.31 FEET TO A POINT ON A CURVED LINE BEING THE WESTERLY LINE OF THE HERETOFORE DESCRIBED PARCEL; THENCE NORTHERLY ON SAID WESTERLY LINE BEING A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 992.93 FEET, A CHORD BEARING OF NORTH 1 DEGREE 14 MINUTES 11 SECONDS EAST, A CHORD DISTANCE OF 31.61 FEET, AN ARC DISTANCE OF 31.62 FEET TO A POINT OF TANGENT; THENCE NORTH 0 DEGREES 19 MINUTES 47 SECONDS EAST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.0 FEET, (SAID TANGENT LINE BEING COMMON WITH THE HERETOFORE DESCRIBED TANGENT LINE DESCRIBED AS NORTH 0 DEGREES 17 MINUTES 31 SECONDS EAST AND A DISTANCE OF 22.0 FEET), (THE FOLLOWING TWO COURSES BEING COMMON WITH THE HERETOFORE DESCRIBED LINES AND DISTANCES) TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 19 MINUTES 24 SECONDS WEST ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK, 46.96 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 17:

(A) LOTS 1 TO 12 IN BLOCK 1;

(B) LOTS 1 TO 24 IN BLOCK 2; AND

(C) LOTS 3, 5 TO 8, 15 TO 18, 19 (EXCEPT SOUTH 8 FEET), 29 TO 33, 42 TO 46 AND THE SOUTH 1/2 OF LOT 47 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN

AND

LOTS 1 TO 5 IN RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 19 AND ALL OF LOTS 20 TO 24 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18A:

LOTS 1 TO 65 BOTH INCLUSIVE (EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS: THE EAST 32 FEET OF LOTS 1 TO 8 BOTH INCLUSIVE AND THAT PART OF LOT 8 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 8 DISTANT 80 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT NORTH OF THE AFORESAID SOUTH LINE OF LOT 8 AND 65 FEET NORMALLY DISTANT WEST OF THE AFORESAID EAST LINE OF SECTION 19; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 8; THENCE WEST ALONG SAID SOUTH LOT LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THE EAST 32 FEET OF LOTS 9 TO 13 INCLUSIVE AND THAT PART OF LOT 9 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 9 DISTANT 65 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 9 A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT SOUTH OF THE AFORESAID NORTH LINE OF LOT 9 AND 65 FEET NORMALLY DISTANT WEST OF THE EAST LINE OF SAID SECTION 19; THENCE NORTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING) IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, (AND ALSO EXCEPTING THAT PART, IF ANY, LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SAID LOTS 1, 26, 27, 52 AND 53)

PARCEL 18B:

LOT 9 (EXCEPT THE NORTH 16 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 9, 23 FEET SOUTH OF THE NORTH LINE OF SAID LOT, THENCE NORTH 7 FEET ON THE WEST LINE OF SAID LOT, THENCE EAST 7 FEET ON THE SOUTH LINE OF NORTH 16 FEET OF LOT 8, THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT 11279600) AND ALL OF LOTS 10 TO 14 BOTH INCLUSIVE, LOT 34 (EXCEPT THE SOUTH 16 FEET THEREOF AND THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 34, THENCE SOUTH ON THE EAST LINE OF SAID LOT TO THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, THENCE WEST ON THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, 7 FEET AND THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT NUMBER 11279600), AND ALL OF LOTS 35 TO 38, BOTH INCLUSIVE, IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION BEING A SUBDIVISION OF 40 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 18C:

LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 12 IN INDIAN RIDGE SUBDIVISION AFORESAID;

AND

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 35 TO 39 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE NORTH AND SOUTH 15 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 61 TO 65 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFOREMENTIONED AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 6 BOTH INCLUSIVE, AND THE NORTH 18 FEET OF LOT 7, ALL IN BLOCK 12 OF INDIAN RIDGE SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF THAT PART OF THE NORTH AND SOUTH 7 FOOT VACATED ALLEY LYING EAST OF THE SOUTH 7 FEET OF LOT 7 AND LOTS 8 TO 24 BOTH INCLUSIVE, IN BLOCK 12 OF INDIAN RIDGE SUBDIVISION AFOREMENTIONED; ALSO ALL THAT PART OF VACATED MACKINAW AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 61 TO 65 BOTH INCLUSIVE ALL IN MEA'S SUBDIVISION AFOREMENTIONED;

PARCEL 18D:

ALL THAT PART OF VACATED GREEN BAY AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 39, BOTH INCLUSIVE, ALL IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 TO 13 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFORESAID;

PARCEL 18E:

ALL THAT PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 11 TO 14 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 38 BOTH INCLUSIVE; ALSO A TRIANGULAR PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 10 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 10, THENCE WEST 4 FEET ON THE SOUTH LINE OF SAID LOT 10, PRODUCED WEST, THENCE NORTHEASTERLY ON A STRAIGHT LINE TO THE WEST LINE OF SAID LOT 10 TO A POINT 4 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 10 AND THENCE SOUTH 4 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 11 OF

INDIAN RIDGE SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 19,
TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 18F:

THAT PART, IF ANY, OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37
NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE
NORTH LINE OF MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE
NORTH EAST 1/4 OF SECTION 19, SOUTH OF THE SOUTH LINE OF LOT 7 OF THE
DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19,
WEST OF THE WEST LINE OF AVENUE "O" AND EAST OF THE CENTER LINE OF THE
VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE,
IN MEA'S SUBDIVISION, EXTENDED NORTHERLY;

PARCEL 18G:

THAT PART, IF ANY, OF LOTS 1, 26, 27, 52 AND 53 IN MEA'S SUBDIVISION OF
PARTS OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, LYING
NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF THE
NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE
THIRD PRINCIPAL MERIDIAN;

PARCEL 18H:

THAT PART, IF ANY, OF THE FOLLOWING LYING NORTH OF A LINE PARALLEL TO
AND 957 FEET NORTH OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF SECTION
19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN:

(A) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE
WEST LINE OF LOTS 1 TO 8 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE
EAST LINE OF LOTS 19 TO 26 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART
OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19;

(B) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE
WEST LINE OF LOTS 27 TO 34 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE
EAST LINE OF LOTS 45 TO 52 BOTH INCLUSIVE IN MEA'S SUBDIVISION,
AFORESAID;

(C) THE EAST 8 FEET OF THE NORTH AND SOUTH 15 FOOT ALLEY LYING WEST OF
AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE, IN MEA'S SUBDIVISION
AFORESAID AND EAST OF AND ADJOINING LOTS 1 TO 12 BOTH INCLUSIVE IN
BLOCK 1 IN INDIAN RIDGE SUBDIVISION, BEING A SUBDIVISION OF 40 ACRES IN
THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 19 AFORESAID

(D) GREEN BAY AVENUE LYING WEST OF AND ADJOINING LOTS 19 TO 26 BOTH
INCLUSIVE AND EAST OF AND ADJOINING LOTS 27 TO 34 BOTH INCLUSIVE, IN
MEA'S SUBDIVISION AFORESAID

(E) MACKINAW AVENUE LYING WEST OF AND ADJOINING LOTS 45 TO 52 BOTH
INCLUSIVE AND EAST OF AND ADJOINING LOTS 52 TO 60 BOTH INCLUSIVE IN
MEA'S SUBDIVISION AFORESAID ALL IN COOK COUNTY, ILLINOIS

PARCEL 19:

THE EAST 880 FEET OF THE SOUTH 462 FEET (EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF DEDICATED FOR EAST 118TH STREET AND ALSO EXCEPTING THEREFROM THE EAST 33 FEET THEREOF DEDICATED FOR SOUTH AVENUE "O") OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPT THEREFROM THE WEST 32 FEET OF THE EAST 65 FEET OF THE EAST 880 FEET OF THE NORTH 429 FEET OF THE SOUTH 462 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS)

PARCEL 21A:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 12 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF BURLEY AVENUE BY DEED DATED SEPTEMBER 29, 1918 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342639 AND SOUTH OF THE SOUTH LINE OF EAST 118TH STREET (EXCEPT THE EAST 50 FEET THEREOF) AND (EXCEPT THE WEST 15 FEET OF EAST 65 FEET OF SOUTH 782.05 FEET OF NORTH 815.05 FEET THEREOF), IN COOK COUNTY, ILLINOIS

PARCEL 21B:

THE NORTH 883.0 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917, EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147 AND EXCEPT THE EAST 50 FEET OF THE NORTH 464.005 FEET THEREOF AND EXCEPT THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS BOUNDED BY THE FOLLOWING DESCRIBED LINES:

ON THE NORTH BY A LINE SOUTH OF, PARALLEL WITH AND 33 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 30; ON THE SOUTH BY A LINE SOUTH OF, PARALLEL WITH AND 183

FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 30; ON THE EAST BY A LINE EAST OF, PARALLEL WITH AND 247 FEET NORMALLY DISTANT FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 30; ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH BURLEY AVENUE, SAID RIGHT OF WAY LINE BEING A CURVED LINE CONCAVE TO THE WEST AND HAVING A RADIUS OF 2040.08 FEET, CONTAINING 0.6962 OF AN ACRE, MORE OR LESS, IN COOK COUNTY, ILLINOIS; AND EXCEPT THEREFROM THAT PART OF SECTIONS 29 AND 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.882 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL), ALL IN COOK COUNTY, ILLINOIS

PARCEL 22:

THE NORTH 475.0 FEET OF THE NORTH 665 FEET OF THE WEST 832 FEET OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 33 FEET AND THE WEST 33 FEET THEREOF DEDICATED FOR STREETS BY PLAT OF DEDICATION RECORDED JULY 2, 1897 AS DOCUMENT 2559612, IN COOK COUNTY, ILLINOIS

PARCEL 24A:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 SECTION OF 30, TOWNSHIP 37 NORTH, RANGE 15 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF, OF SAID NORTH EAST FRACTIONAL 1/4) WITH THE EAST LINE OF THE WEST 898 FEET OF SAID NORTH EAST FRACTIONAL 1/4 AND RUNNING THENCE SOUTH 88 DEGREES 52 MINUTES 49 SECONDS EAST ON THE SOUTH LINE OF EAST 122ND STREET A DISTANCE OF 295.41 FEET TO ITS INTERSECTION WITH A LINE 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD BY DOCUMENT 6292041; THENCE SOUTH 00 DEGREES 19 MINUTES 21 SECONDS EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1.26 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTH EAST, HAVING A RADIUS OF 1860.08 FEET, AN ARC DISTANCE OF 584.36 FEET TO A POINT OF TANGENT; THENCE CONTINUING SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, TANGENT

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TO THE LAST DESCRIBED ARC OF 1860.08 FOOT RADIUS, A DISTANCE OF 159.44 FEET; THENCE NORTHWESTERLY ON THE STRAIGHT LINE TO THE POINT OF INTERSECTION OF A LINE 898 FEET EAST OF AND PARALEL TO THE WEST LINE OF SAID NORTH EAST 1/4 OF SECTION 30 AND A LINE 475 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 30; THENCE NORTH ON SAID LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTH EAST 1/4 OF SECTION 30 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 24B:

THE EAST 66 FEET OF THE WEST 898 FEET OF THE NORTH 475.00 FEET (EXCEPT THE NORTH 33.0 FEET THEREOF) OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 30 TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 25:

THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A CERTAIN TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED OCTOBER 13, 1917 AND RECORDED MARCH 23, 1918 AS DOCUMENT 6292041 AND EAST OF THE U. S. CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY THE U. S. GOVERNMENT, (EXCEPTING THEREFROM THE NORTH 1234.34 FEET AND EXCEPTING THEREFROM THE SOUTH 200 FEET OF THAT PART OF THE SOUTH WEST 1/4 LYING EAST OF THE CALUMET RIVER AND EXCEPT THE SOUTH 200 FEET OF THE WEST 33 FEET OF THE SOUTH EAST 1/4 OF SECTION 19 AFORESAID AND EXCEPT SOUTH 33 FEET OF SAID TRACT)

PARCEL 28:

THE EAST 362 FEET OF LOT 7 (EXCEPT EAST 65 FEET THEREOF) IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 29A:

LOT 7 (EXCEPT THE EAST 362 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE CALUMET RIVER RAILROAD COMPANY HERETOFORE CONVEYED BY DEED DATED JULY 7, 1887 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 849613, ALSO EXCEPT THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD HERETOFORE CONVEYED BY DEED DATED FEBRUARY 27, 1918 AND FILED IN REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. LR 82437, AND EXCEPT THAT PART OF SAID LOT LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID AND WHICH IS THE POINT OF BEGINNING OF THE LINE

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HEREINBEFORE REFERRED TO; THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 19 WHICH POINT IS THE SOUTHWESTERLY END OF THE LINE HEREINABOVE REFERRED TO, AND EXCEPT THAT PART OF SAID LOT DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 19 WITH A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO NORTH LINE OF SAID SECTION 19; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG SAID LINE 1683.0 FEET SOUTH AND PARALLEL TO SAID NORTH LINE OF SAID SECTION 19 WHICH LINE IS SOUTH LINE OF LOT 7 AFORESAID 40.14 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE NORTH 0 DEGREES 21 MINUTES 44 SECONDS EAST 247.5 FEET TO A POINT ON THE NORTH LINE OF LOT 7; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 7, 116.40 FEET TO A POINT; THENCE SOUTH 0 DEGREES 21 MINUTES 44 SECONDS WEST 247.5 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 116.40 FEET TO THE POINT OF BEGINNING, ALL IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 298:

LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 6 THAT PART LYING EAST OF THE WEST LINE OF RAILROAD RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY CONVEYED BY DEED RECORDED JUNE 29, 1945 AS 13548700) AND (EXCEPT THAT PART LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST, 1309.13 FEET TO A MONUMENT AND THE POINT OF BEGINNING OF LINE TO BE DESCRIBED: THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST, 2061.96 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AND THE SOUTHWESTERLY TERMINUS OF LINE DESCRIBED), IN COOK COUNTY, ILLINOIS

PARCEL 30:

THAT PART OF THE WEST 100 FEET OF THE EAST 1808 FEET OF THE NORTH 1683 FEET OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT, THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID AND WHICH IS THE PLACE OF

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BEGINNING OF THE LINE HEREINBEFORE REFERRED TO, THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH POINT IS THE SOUTHWESTERLY TERMINUS OF THE LINE HEREINBEFORE REFERRED TO, IN COOK COUNTY, ILLINOIS

PARCEL 31:

THAT PART OF LOT 7 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 7 ABOVE DESCRIBED WITH THE EASTERLY RIGHT OF WAY LINE OF THE CALUMET RIVER RAILWAY COMPANY (NOW SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY) AS CONVEYED TO SAID CALUMET RIVER RAILWAY COMPANY BY DEED DATED JULY 7, 1887 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 849613, SAID POINT BEING ALSO 50.0 FEET EASTERLY OF THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID LINE 2.10 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY 249.57 FEET MORE OR LESS, IN THE ARC OF A CIRCLE CONVEX TOWARD THE SOUTH WEST HAVING A RADIUS OF 1860.08 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7 ABOVE DESCRIBED; THENCE WESTWARDLY 27.72 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE OF SAID LOT 7 TO A POINT IN THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTHWARDLY 247.5 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT OF WAY LINE PARALLEL WITH AND 50.0 FEET EASTERLY OF THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SECTION 19; THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST, 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID, AND WHICH IS THE PLACE OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO, THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH POINT IS THE SOUTHWESTERLY END OF THE LINE HEREINABOVE REFERRED TO, IN COOK COUNTY, ILLINOIS

PARCEL 33:

THE NORTH 883.0 FEET OF ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BRANDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTH EAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE OF EAST 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL

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WITH SOUTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS

PARCEL 34:

ALL THAT PART SOUTH BURLEY AVENUE DEDICATED BY DOCUMENT 2559611 TOGETHER WITH ALL THAT PART SOUTH BURLEY AVENUE DEEDED BY DOCUMENT 6342630 BEING 2 ADJOINING STRIPS OF LAND 66 FEET AND 14 FEET IN WIDTH, RESPECTIVELY, IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 33 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SOUTH EAST 1/4 OF SAID SECTION 19, IN COOK COUNTY, ILLINOIS

Together with any right, title and interest of Grantor, corporeal or incorporeal, if any, (a) in any land adjoining or adjacent to the above-described parcels of land along the westerly boundary thereof, including any right, title and interest in land or property in or underlying the Calumet River, (b) in any land adjoining or adjacent to the above-described parcels of land along the easterly boundary thereof, including any right, title and interest in or under Avenue O, and (c) in any land, strips, gores, easements, rights of way, driveways, railroad lines and other interests in property located within, along, adjoining or adjacent to the above-described parcels of land, except along, adjoining or adjacent to the northerly and southerly boundaries of the above-described parcels of land. Grantor is retaining the ownership of Grantor's land located north and south of the northerly and southerly boundaries of the above-described parcels of land ("Grantor's Retained Land"), and it is not Grantor's intention to convey any right, title or interest in any of Grantor's Retained Land. The above-described parcels of land and the northerly, southerly, easterly and westerly boundaries thereof are shown by a Plat of Survey prepared by Robert A. Nowicki & Associates, Ltd. for LTV Steel Company, Inc., Chicago Title Insurance Company and Republic Engineered Steels, Inc., dated August 24, 1989. Grantor by its delivery of this deed, and Grantee by its acceptance, intend that Grantor shall have conveyed to Grantee and Grantee shall have acquired all right, title and interest of Grantor in and to the above-described parcels of land and in and to the land and interests in land of Grantor, if any, described in clauses (a), (b) and (c) of the first sentence hereof, but no right, title or interest in Grantor's Retained Land.

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Parcel 1001:

All easements and other rights granted by LTV Steel Company, Inc. for the benefit of Republic Engineered Steels, Inc. under that certain Road, Rail and Utilities Agreement dated as of November 29, 1989, are included in this mortgage.

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PERMANENT TAX NOS.

26 19 102 015 0000	26 19 200 006 0000	26 19 200 011 0000
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26 19 400 012 0000	26 19 400 013 0000	26 19 400 014 0000
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26 19 400 018 0000	26 19 401 003 0000	26 19 401 005 0000
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26 30 201 005 0000		

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Chicago Works
Cook County, ILL

EXHIBIT B

PERMITTED ENCUMBRANCES

Items listed on Schedule B - Section 2 of that certain Commitment For Title Insurance No. 7202210 (Order No. 891003) issued by Chicago Title Insurance Company with an effective date of November 28, 1989.

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ATTACHMENT A [FEE]

(a) All that certain tract or parcel of land more particularly described and set forth in Exhibit A attached hereto and made part hereof (the "Premises");

(b) All and singular the tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses and riparian rights, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appurtenant to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of Mortgagor therein and in the streets, ways and areas adjacent thereto (the "Appurtenances");

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Premises or any part thereof owned by the Mortgagor, and all of the right, title and interest of Mortgagor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment (as defined in Schedule I hereto), and other equipment, and articles of personal property owned by Mortgagor and now or hereafter located on the Premises or used in connection with the operation and maintenance of the buildings and improvements now or hereafter located thereon, and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Mortgagor and placed by it on the Premises and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Mortgage;

(d) All of the estate, right, title and interest now owned or hereafter acquired by Mortgagor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;

(e) All present and future leases and licenses of space in the buildings and improvements now or hereafter erected on the Premises (collectively "leases", and individually "lease") and the rents, revenues, income, issues and profits thereunder, all of which are hereby

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-2-

assigned to Mortgagee subject, however, to the right of Mortgagor to receive and use the same and to exercise all rights and privileges as landlord under all of the leases until an Event of Mortgage Default shall have occurred and be continuing under this Mortgage, together with all the rights and privileges of the Mortgagor as landlord thereunder;

(f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor pursuant to the provisions of the Mortgage;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All transferable building service, building maintenance, construction management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Premises, or the buildings and improvements now or hereafter located thereon, or any other interest in the Premises, or any combination thereof, including all property management agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases; and

(i) All proceeds and products of the foregoing of every type.

All of the foregoing described property, rights, privileges, interests and franchises more particularly described in paragraphs (a) through (i) above herein granted are intended to be, and are collectively referred to herein as, the "Property."

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MORTGAGE RIDER

Rider attached to and made a part of that certain Mortgage, dated as of the 28 day of November, 1989 (hereinafter referred to as "Mortgage") by and between REPUBLIC ENGINEERED STEELS, INC., a Delaware corporation having an address at 410 Oberlin Road, S.W., Massillon, Ohio 44647, as mortgagor (hereinafter referred to as "Mortgagor"), and THE FIRST NATIONAL BANK OF BOSTON, a national banking association organized under the laws of the United States, as Agent (hereinafter referred to as "Mortgagee") for the Banks (as hereinafter defined) identified in the Credit Agreement (as hereinafter defined), as mortgagee.

With intent to be legally bound, Mortgagor and the Mortgagee agree that the following terms and conditions are herein made a part of said Mortgage as an integral part thereof. The provisions of this Rider are supplementary to the provisions of the Mortgage to which this Rider is attached and to the extent any provision of this Rider deals with the same subject matter as similar provisions of said Mortgage, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any general provision contained in said Mortgage. To the extent any provision of this Rider conflicts with the Mortgage, the language in the Mortgage shall control. To the extent any provision in the Mortgage or this Rider conflicts with the Credit Agreement (as hereinafter defined), the Credit Agreement shall control unless the context clearly indicates otherwise. In case any one or more provisions of this Rider may be found to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provisions of this Rider. Unless otherwise defined herein, capitalized terms used in the Mortgage and this Rider shall have meanings ascribed to them in the Credit Agreement (as hereinafter defined).

§1. Representations and Warranties.

Mortgagor hereby unconditionally represents and warrants to Mortgagee:

- §1.1. Title to Property. Mortgagor has good and clear record and marketable title in fee simple to the Premises (as defined in

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Attachment A attached hereto) and the Appurtenances (as defined in Attachment A attached hereto) and good and marketable title to the rest of the Property free and clear of any defect, lien, charge or encumbrance except the matters set forth in Exhibit B attached hereto and encumbrances of the kind expressly permitted by the provisions of §8.21 of the Credit Agreement (the "Permitted Encumbrances").

§1.2.

Authority; No Conflicts. The execution, delivery and recordation of this Mortgage, and the performance and observance of the terms hereof, and the making by Mortgagor of all of the borrowings contemplated by the Credit Agreement have been duly authorized by all necessary corporate action on the part of Mortgagor, and do not and will not (i) contravene any provision of Mortgagor's charter or by-laws or equivalent thereof (each as from time to time in effect), (ii) conflict with, or result in a breach of any material term, condition or provision of, or constitute a default under or result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of the property of Mortgagor under, any agreement, trust deed, indenture, mortgage or other instrument to which Mortgagor is or may become a party or by which Mortgagor or any of the property of Mortgagor is or may become bound or affected, the consequences of which would have a material adverse effect on the financial condition, assets or operations of Mortgagor and the subsidiaries of Mortgagor, taken as a whole, or (iii) violate or contravene any provision of any law, regulation, order, ruling or interpretation thereunder or any decree, order or judgment of any court or governmental or regulatory authority, bureau, agency or official (all as from time to time in effect and applicable to Mortgagor and any subsidiaries of Mortgagor), except where such violation or contravention would not have a material adverse effect on the financial condition, assets or operations of Mortgagor and the subsidiaries of Mortgagor, taken as a

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-3-

whole, and would not have any material effect on the enforceability of the Loan Documents (as defined in the Credit Agreement).

§1.3. Governmental Filings. Other than the recording of this Mortgage and the filing of financing statements with the appropriate recording and filing offices in the state where the Property is located, no approval, authorization or other action by, or filing with, any federal, state, or local commission, board or agency, is required under existing law in connection with the execution and delivery by Mortgagor of this Mortgage.

§1.4. No Leases. There are presently in effect no leases by Mortgagor in favor of another party of the Property or any part thereof, except as shown in Exhibit B annexed hereto.

§1.5. Hazardous Waste. To the best of Company's knowledge, Schedule 1.04(d) to the Acquisition Agreement is a complete and accurate listing of all "Environmental Claims" (as defined in the Acquisition Agreement) as of the date of the Acquisition Agreement.

§1.6. Absence of Litigation. There are no actions, suits, proceedings or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or to the best of Mortgagor's knowledge, threatened, against or affecting the Property, or which may involve or affect the validity of this Mortgage, which, by itself or taken together with other such litigation, could reasonably be expected to have a material adverse effect on the financial condition, assets or operations of Mortgagor and any subsidiaries of Mortgagor, taken as a whole. Mortgagor is not in default under any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Property or the use thereof the consequence of which default would have a material adverse effect on the financial condition, assets or

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operations of Mortgagor and any subsidiaries of Mortgagor, taken as a whole.

§1.7. Execution, Delivery and Enforceability. This Mortgage has been duly executed and delivered by Mortgagor and constitutes the valid and binding obligation of Mortgagor, enforceable against Mortgagor in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that the availability of the remedy of specific performance and injunctive or other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

§1.8. Compliance with Law. Except as described on Schedule 1.04(d) to the Acquisition Agreement and in the environmental reports by ENVIRON and ERM New England delivered to the banks pursuant to §6.1) of the Revolving Credit and Term Loan Agreement, the Property and the operation and use thereof are not in violation of any provision of any of the instruments constituting Permitted Encumbrances or restrictive covenants, or any applicable laws and governmental regulations, including but not limited to those governing zoning, land use, subdivision control, health, safety and protection of the environment, in a manner which could reasonably be expected to materially and adversely affect the financial condition, assets or business of Mortgagor.

§2. Certain Covenants and Conditions.

Mortgagor covenants and agrees as follows:

§2.1. Governmental Charges. Mortgagor shall pay before the same become delinquent (and shall provide, upon request by Mortgagee, evidence satisfactory to the Mortgagee of such payment) all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against Mortgagor, if applicable or related to the

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Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Property; provided, however, that, so long as no foreclosure or similar proceedings, distraint, sale or other levy upon or transfer with respect to the Property or any part thereof shall have been commenced or effected, and Mortgagor has not received notice of any of the same, Mortgagor shall not be required to pay any such taxes, charges, fees, rates and assessments by reason of this §2.1 if (a) the amount, applicability or validity thereof are currently being contested by Mortgagor in good faith by appropriate legal proceedings, and (b) Mortgagor shall have set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto.

§2.2.

Provision for Payment of Governmental Charges and Other Obligations. To assure the payment of all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, or which are assessed or payable with reference to the Property, the Mortgagor, if so requested by the Mortgagee upon the occurrence and during the continuance of any event or circumstance which, with the passage of time (if not cured by Mortgagor within any applicable grace period) would become an Event of Mortgage Default, shall deposit with the Mortgagee, on the first day of each month, a sum determined by the Mortgagee to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts ten (10) days at least before the same become delinquent; and whenever the Mortgagee determines sums accumulated under the provisions of this §2.2 to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagee, any amount required to cover the deficiency therein. Every such deposit (and interest

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payable on any such deposit made into a segregated account) shall be applied directly against the obligation with reference to which it was made; provided, however, that if an Event of Mortgage Default shall have occurred and be continuing, at the option of the Mortgagee and to the fullest extent permitted by law, such deposits may be applied against any other obligation of the Mortgagor secured hereby. Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagee and, in the discretion of the Mortgagee, invested by the Mortgagee for its own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner, except as provided above.

§2.3. Maintenance of Property; Alterations. Mortgagor shall keep and maintain the Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), damage from casualty expressly not excepted, shall make all such necessary and proper structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, replacements, additions and improvements thereto as shall be necessary for the proper conduct of its business thereon, and shall not permit or commit waste on the Property. Mortgagor shall permit the Mortgagee to enter the Property, at any reasonable time and upon reasonable notice, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Property shall comply in all material respects with, and each and every part of the Property shall be maintained and used in all material respects in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions relating to the maintenance or use thereof.

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§2.4. Insurance. The Mortgagor agrees, at the Mortgagor's sole cost and expense, to keep the Property insured at all times throughout the term of this Mortgage with policies of insurance as follows: (a) Casualty or physical hazard "extended coverage" insurance on an "all risks" basis, including business interruption insurance, with a full replacement cost endorsement (including builder's risk during any period or periods of time that construction or remodeling is being performed on the Property), in an amount and with a deductible equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, determined to the reasonable satisfaction of the Mortgagee, and in any event, in an amount sufficient to prevent the Mortgagor from incurring any coinsurance liability; (b) If at any time the Property or any portion thereof is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 (or any successor thereto), flood insurance in such total amount as the Mortgagee shall reasonably require from time to time; and (c) Insurance with respect to such other insurable risks relating to the Property or the Mortgagor (including, without limitation, boiler insurance, builder's risk insurance and, if applicable, worker's compensation insurance) in such amounts and containing such terms and conditions as the Mortgagee may reasonably require from time to time. The Mortgagor shall deposit certified copies of all insurance policies (or certificates thereof acceptable to the Mortgagee) providing coverage applicable to the Property, whether or not required by this Mortgage, with the Mortgagee concurrently with the execution and delivery of this Mortgage, and shall deliver to the Mortgagee all renewal or replacement policies (or certificates acceptable to the Mortgagee) for any insurance about to expire before the expiration date of the policy or policies to be renewed or replaced (accompanied, if requested by Mortgagee, by evidence reasonably satisfactory to Mortgagee of

payment of all premiums therefor). All such insurance policies shall name Mortgagee as mortgagee and "additional insured," shall be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of the Mortgagor and the Mortgagee, shall provide that with respect to the Mortgagee, the insurance shall not be invalidated by any action or inaction by the Mortgagor including without limitation any representations made by the Mortgagor in the procurement of such insurance, shall provide that they shall not be cancelled or amended without at least thirty (30) days' prior written notice to the Mortgagee and all such insurance policies except liability and, if applicable, worker's compensation insurance shall be first payable in case of loss to the Mortgagee by means of a standard non-contributory mortgagee clause (or endorsement). After an Event of Mortgage Default, the Mortgagor hereby grants the Mortgagee full power and authority as attorney-in-fact of the Mortgagor, such power of attorney being irrevocable, to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Mortgagor and to retain any premium and to apply the same to the obligations secured hereby. Mortgagor shall at all times comply with and conform to all provisions of all such insurance policies and to all requirements of the insurers thereunder applicable to the Mortgagor, the Property or to the use and operation thereof.

§2.5. Casualties and Takings. Mortgagor covenants that it will give prompt written notice to the Mortgagee of any damage or injury to the Property in excess of \$250,000.00. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of

or injury to the Property shall be paid to the Mortgagee and shall, at the option of the Mortgagee, be applied to or toward the Obligations (in which event Mortgagor shall be relieved of the obligation in §2.3 of this Mortgage Rider to the extent of the repair of the part of the Property damaged by the loss with respect to which such proceeds are paid) or, if the Mortgagee shall require repair of that part of the Property so damaged or remaining after such taking, shall be released to Mortgagor by Mortgagee upon such conditions as the Mortgagee may prescribe, with any balance remaining upon completion of such repairs applied to or toward the Obligations; provided, however, that so long as no Event of Mortgage Default arising out of failure by Mortgagor to pay interest, principal or other sums due in accordance with the terms of the Credit Agreement has occurred and is continuing, Mortgagor shall be entitled to receive all such amounts to pay or reimburse Mortgagor for its actual costs incurred in restoring or reconstructing the Property to as near its condition immediately prior to such casualty or taking as may be practicable. Notwithstanding the foregoing, if the amount recovered or received with respect to such casualty or taking shall exceed the amount required to satisfy in full the Obligations, Mortgagee shall pay over to Mortgagor any such excess amount. Notwithstanding anything in this §2.5 to the contrary, however, if any insurer denies liability to Mortgagor, Mortgagor shall not be relieved of any obligations under §2.3 of this Mortgage Rider.

§2.6. Hazardous Substances. The Mortgagor shall:

(i) not (except in compliance in all material respects with all laws, ordinances, and regulations pertaining thereto) store, generate, dispose of, release or allow the release of any Hazardous Waste on the Property;

(ii) neither directly nor indirectly transport or arrange for the transport of any Hazardous Waste (except in compliance in all material respects with all laws, ordinances and regulations pertaining thereto);

(iii) in the event of any change in the laws governing the assessment, release or removal of Hazardous Waste which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all necessary or appropriate action to confirm that no Hazardous Waste is or ever was stored, released or disposed of on the Property; and

(iv) provide the Mortgagee with written notice: (x) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any Hazardous Waste at or from the Property; (y) upon the Mortgagor's receipt of any notice to such effect from any federal, state, or other governmental authority; or (z) upon the Mortgagor's obtaining knowledge of any incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, removal or remediation of any Hazardous Waste for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Property.

§2.7. Environmental Assessments. Upon the occurrence and during the continuance of an Event of Mortgage Default relating to any of the covenants contained in §§1.5, 1.8, and 2.6 herein, the Mortgagee may at its election, without notice, obtain one or more environmental assessments of the Property prepared by an independent geohydrologist, engineer or other qualified consultant or expert designated by the Mortgagee at the sole cost and expense of the Mortgagor, evaluating or confirming (i) whether any Hazardous Waste is present in the soil or water at or adjacent to the Property and (ii) whether the use and operation of the Property comply with all applicable federal, state and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of

oil, water quality, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Property and the use and operation thereof with all applicable Environmental Laws.

§2.8. Notice of Condemnation; Defense of Actions. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Property or any portion thereof, shall notify the Mortgagee of the pendency of such proceeding. The Mortgagee may participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagee all instruments requested by the Mortgagee to permit such participation. At all times, Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the reasonable judgment of the Mortgagee adversely affect the value of the Property, the priority of this Mortgage or the rights and powers of the Mortgagee hereunder or under any document given at any time to secure the obligations. Mortgagor shall, at all times, indemnify, hold harmless and reimburse the Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title, reasonable attorneys' fees, paralegal fees or sales taxes paid or incurred by Mortgagee in connection with any such suit, action or proceeding and the sum of such expenditures shall be secured by this Mortgage.

§2.9. Leases; Assignments; Subordination. Mortgagor shall not lease the Property or any material part thereof without the prior

written consent of the Mortgagee. If Mortgagee shall consent and Mortgagor shall enter into a lease, Mortgagor shall faithfully keep, observe and satisfy all obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference the Property, and shall not alter or terminate any such lease, except in the ordinary course of business, or accept any rentals for more than one month in advance. Notwithstanding anything to the contrary in this §2.9, Mortgagor shall be entitled to renew or extend any lease in force as of the date hereof or otherwise permitted hereunder in accordance with its terms without Mortgagee's consent. Mortgagor hereby assigns all rents and profits under any and all leases of the Property and does hereby irrevocably appoint the Mortgagee and/or its agent Mortgagor's attorney-in-fact to collect and apply the same, less all expenses of collection, to the Obligations in such matter as the Mortgagee may elect; provided, however that Mortgagor shall be entitled to retain such rents and profits until an Event of Mortgage Default shall have occurred. In connection with the foregoing, Mortgagor hereby irrevocably authorizes Mortgagee to endorse Mortgagor's name on checks, bank drafts, etc., received in payment of the rents. This assignment of rents and power of attorney is irrevocable and coupled with an interest. No liability shall attach to the Mortgagee for failure, refusal or inability to collect any rents herein assigned or for the manner of collection thereof. At any time on notice from the Mortgagee, Mortgagor shall submit to the Mortgagee for examination all such leases and on the demand of the Mortgagee, shall execute and deliver a separate instrument conditionally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagee. If the Mortgagor shall obtain from a lessee of the Property or a part thereof, a deposit to secure such lessee's obligations, such funds, if so requested by the Mortgagee, shall be deposited with the

Property of County of Santa Clara

89572951

Mortgagee, shall be deposited with the Mortgagee in an account which shall be governed by the terms of §2.2 of this Mortgage to the extent not inconsistent with applicable law or the provisions of the lease under which such deposit is made. Any such deposit shall be returned to the Mortgagor when required by the terms of such lease to be paid over to the lessee. The Mortgagee shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of the Mortgagee hereunder, to any lease or leases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage; provided, however, that any rights of the Mortgagee to insurance proceeds or eminent domain awards which are expressly excluded from such subordination shall remain superior to the rights of the tenant under such lease. Any assignment of leases or rents provided for herein shall not be deemed to impose upon the Mortgagee any of the obligations or duties of Mortgagor provided in any lease.

§2.10. Prior Mortgages. If this Mortgage by its terms, is now, or at any time hereafter becomes, subject or subordinate to a prior mortgage, lien or encumbrance, Mortgagor shall fully perform its obligations under such prior mortgage, lien or encumbrance and shall not, without the consent of the Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage, lien or encumbrance. Nothing contained in this §2.10 is intended, nor shall it be deemed, to constitute consent by the Mortgagee to a subordination of the lien of this Mortgage.

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-14-

- §2.11. Encumbrances. Mortgagor shall not create or permit to be created or permit to exist any lien or other encumbrance on the Property (other than Permitted Encumbrances) even if such encumbrance is inferior to this Mortgage, without the prior express written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion.
- §2.12. Transfers of Ownership. Mortgagor shall not sell or permit any transfer or any interest (legal or equitable) in the Property or any part thereof, whether by operation of law or otherwise, except as expressly permitted by the provisions of §§8.21 and 8.24 of the Credit Agreement.
- §2.13. Expenses. Mortgagor shall pay when due all fees and charges (including attorneys' fees) incurred by the Mortgagee incident to the transactions evidenced by the Obligations and secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of the Obligations and this Mortgage including, without limitation, all filing, registration, recording and search and information fees, all transfer taxes and expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Obligations, and all federal, state, county municipal and other taxes, duties, stamps, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Credit Agreement or this Mortgage. Such fees and charges shall be secured by the lien of this Mortgage and shall accrue interest at the rate set forth in the Credit Agreement.
- §2.14. Priority of Lien; After-Acquired Property. This Mortgage is and will be maintained as a valid first-priority mortgage lien on the Property subject only to the Permitted Encumbrances. All real property and Building Service Equipment acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be

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subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagee shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Property or for the foreclosure of any other mortgage or for any other purpose affecting the Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagee a true copy of each precept, 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.

§2.15.

Waiver and Modification; Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagee, no forbearance on the part of the Mortgagee or extension of the time for the payment of the whole or any part of the Obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagee to Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of Mortgagor or the priority of this Mortgage, or to limit, prejudice or impair any right of the Mortgagee, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagee to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any

other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the state in which the Property is located redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagee shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.

§2.16.

Fixtures and Equipment; Financing Statement. This Mortgage constitutes a security agreement under the Uniform Commercial Code, and Mortgagor hereby grants to the Mortgagee to secure the payment and performance of the Obligations and also to secure the performance of all agreements and covenants herein contained, a security interest in all fixtures, Building Service Equipment, all insurance proceeds (including interest) payable in connection with any damage or loss to the Property, all licenses and permits for the use and occupancy of the Property, all books and records relating to operation of the Property and all contracts, agreements, warranties, accounts, general intangibles and any other property included in the Property, now owned or hereafter acquired by Mortgagor, which might otherwise be deemed "personal property," except inventory (and all accessions thereto and the proceeds thereof). IT IS INTENDED BY MORTGAGOR AND THE MORTGAGEE THAT THIS MORTGAGE BE EFFECTIVE AS A FINANCING STATEMENT FILED WITH THE REAL ESTATE RECORDS AS A FIXTURE FILING. Except as otherwise provided in §8.21(n) of the Credit Agreement, Mortgagor covenants and agrees that, upon the subsequent acquisition of fixtures, Building Service Equipment or other personal property, it will provide to the Mortgagee such further assurances as may be required by the Mortgagee to establish the Mortgagee's first and prior security interest in such fixtures, Building Service Equipment or other personal property. Upon request, Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, continuances and such

89572951

other instruments as will maintain the Mortgagee's priority of security in all fixtures, Building Service Equipment and other personal property.

§3. Default and Remedies

§3.1. Default; Acceleration of Obligations. If any of the following events (an "Event of Mortgage Default") shall occur:

- (a) any payment required under the Obligations or under this Mortgage shall not be made on the later of the date due or prior to the expiration of any applicable grace period; or
- (b) in any respect there shall be a failure to perform Mortgagor's obligations under §2.4, §2.9, §2.10, §2.11 or §2.12 hereof; or
- (c) any representation or warranty of the Mortgagor herein or in any certificate delivered hereunder shall prove to have been false in any material respect upon the date when made; or
- (d) there shall be any breach of any other condition or covenant set forth in this Mortgage (other than those specified in subsections (a), (b) and (c) above) which shall exist for more than 30 days after written notice thereof has been given to Mortgagor; or
- (e) any Event of Default under and as defined in the Credit Agreement shall occur;

then the Mortgagee shall have the right to declare the entire indebtedness of the Mortgagor under the Obligations forthwith due and payable.

§3.2. Remedies. Upon the occurrence of an Event of Mortgage Default, the Mortgagee shall have the right to declare the entire indebtedness of the Mortgagor under the Obligations

forthwith due and payable without notice, presentment, protest, demand or other similar action of any nature whatsoever, each of which is expressly waived by the Mortgagor, (and, in any such case, the prepayment premiums, if any, which would have been applicable to a voluntary prepayment of the indebtedness at the time of such declaration by the Mortgagee shall be treated as a part of the indebtedness secured hereby and added to the principal amount thereof), and shall have all remedies provided in this Rider and in the Mortgage to which this Rider is attached, together with all other remedies now or hereafter permitted by law or provided in the Credit Agreement or any other documents providing security for the Obligations. No remedy herein conferred on the Mortgagee is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

§3.3.

Right of Holder to Cure Event of Mortgage Default. If an Event of Mortgage Default shall occur, the Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of Mortgagor (without any obligation first to enforce any other rights of the Mortgagee, including without limitation any rights under the Credit Agreement, the Obligations or any guarantee thereof, and without prejudice to any such other rights). Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagee to pay, at its option, all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred

shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby.

§3.4. Operation of Mortgaged Property. Upon an Event of Mortgage Default, Mortgagee may hold, lease, manage, operate or otherwise use or permit the use of the Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs, alterations, additions and improvements thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem necessary or desirable), and apply all rents, profits and other amounts collected in connection therewith in accordance with the other provisions of this Mortgage.

§3.5. Receiver. Upon any actual or threatened waste to all or any part of the Property, or at any time while a suit is pending to foreclose or reform this Mortgage or to enforce any provision hereof, Mortgagee shall have the right to apply without notice for the appointment of a receiver of all or any part of the Property and the rents and profits thereof, and such receiver shall have all the broad and effective functions and powers anywhere entrusted by a court to a receiver. Mortgagee shall be entitled to the appointment of said receiver forthwith as an admitted equity and as a matter of absolute right, without regard to the adequacy or inadequacy of the value of the Property or the solvency or insolvency of Mortgagor or any other defendant, and Mortgagor hereby waives any right to object to the appointment of such receiver and expressly consents thereto. The income, profits, rents, issues and revenues from the Property shall be applied by such receiver according to the lien of this Mortgage and the practice of the court appointing such receiver.

89572951

§3.6. Certain Terms of Foreclosure Sale. At any foreclosure sale, any combination, or all, of the Property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, or be offered at more than one foreclosure sale in parts or parcels, Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the Mortgagee, in the exercise of any power of sale available under the laws of the state in which the Property is located, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Property or security not previously sold shall have been sold. In any civil action to foreclose the lien hereof, there shall be allowed and included in the order of judgment for foreclosure and sale as additional Obligations all expenditures and expenses paid or incurred by or on behalf of the Mortgagee for attorneys' fees, paralegal fees, sales taxes, appraiser's fees, documentary and expert evidence, stenographers, charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the state of title to the Property as the Mortgagee may deem necessary to prosecute such civil action or to evidence to bidders at any sale pursuant to such order of judgment the state of title to, or the value of, the Property. All such expenditures and expenses and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including probate, appellate and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or any threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest

thereon in accordance with the Credit Agreement, and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all such items as are mentioned in the preceding paragraph; second, all Obligations other than principal and interest under the Credit Agreement, with interest thereon as therein provided; third, all principal, interest, and other amounts remaining unpaid pursuant to the Credit Agreement and related documents; and fourth, any surplus to any parties entitled thereto as their rights may appear.

§3.7. Uniform Commercial Code. If the provisions of the Uniform Commercial Code are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the power of sale or other provision in accordance with which the sale of real property pursuant to such foreclosure is held.

§3.8. Other Mortgage Instruments. The Obligations secured by this Mortgage are also secured by various other deeds of trust and/or mortgages (collectively, including this Mortgage, the "Mortgage Instruments") conveying or encumbering real estate in this state and in other jurisdictions. A default under the Credit Agreement or any Mortgage Instrument shall be a default under all Mortgage Instruments. Except as may be expressly stated in this Mortgage, all the property conveyed or encumbered by the Mortgage Instruments is security for the entire indebtedness and other obligations secured by the Mortgage Instruments without allocation of any one or more of the parcels or

89572951

properties serving as security under the Mortgage Instruments to any part of the Obligations. The Mortgagee may act at the same time or at different times to pursue a remedy or remedies under the Mortgage Instruments or under any of them by proceedings appropriate to the state in which the property serving as security lies, and no such action shall stay or bar enforcement, or be construed as a waiver of, any remedy of the Mortgagee under any other instrument in the same state or jurisdiction or in any other state or jurisdiction.

§3.9. Rights Cumulative. Each right, power and remedy conferred upon the Mortgagee by this Mortgage, the Credit Agreement and by all other documents evidencing or securing the Obligations and conferred by law and in equity is cumulative and in addition to every other right, power and remedy herein or therein set forth or otherwise so existing, may be exercised from time to time, as often in such order, as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. To constitute a waiver, there must be a writing signed by an officer of the Mortgagee and directed to Mortgagor, specifying the waiver.

No delay or omission of the Mortgagee to exercise any right, power or remedy accruing upon any Event of Mortgage Default shall exhaust or impair any such right, power or remedy nor shall it be construed to be a waiver of any such default or acquiescence therein, and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

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-23-

If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Notes, this Mortgage or the Credit Agreement; (d) releases any part of the Property from the lien of this Mortgage or otherwise changes any of the terms of this Mortgage or the Credit Agreement; or (e) makes or consents to any agreement subordinating the lien or charge of this Mortgage, any such act or omission shall not release, discharge, modify, change or affect the obligations under this Mortgage or the Credit Agreement, or otherwise of Mortgagor or any subsequent purchaser of the Property, or any maker, co-signer or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other Event of Mortgage Default then made or of any subsequent Event of Mortgage Default. In the event of any permitted sale or transfer, by operation of law or otherwise, of all or any part of the Property, the Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Obligations secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage or the Credit Agreement by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee

89572951

shall continue as if no such proceeding has been taken. In the event of a breach or default under this Mortgage or under the Credit Agreement or any other document evidencing or securing the Obligations, Mortgagor agrees to pay and to indemnify and hold harmless the Mortgagee for all reasonable expenses, attorneys' fees, paralegal fees, sales taxes and other court costs occasioned by such breach or default.

§4. Definitions

The following terms as used herein shall have the following meanings:

Bank shall mean one of the Banks.

Banks shall mean The First National Bank of Boston and the other lenders that are or may become parties to the Credit Agreement.

Building Service Equipment shall mean all fixtures, equipment, machinery, apparatus and articles of personal property owned by Mortgagor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Property or the conduct of any business thereon or therein, including, but without limiting the generality of the foregoing, all antennas, engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, fittings, and machinery and all other equipment of every kind and description (except fixtures, equipment, machinery, apparatus or articles of personal property belonging to lessees or other legal occupants of said building or to persons other than Mortgagor unless the same be abandoned by any such lessee or other occupant or person), together with any and all replacements thereof and additions thereto.

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-25-

Credit Agreement shall mean the Revolving Credit and Term Loan Agreement, dated as of _____, 1989, by and between Republic Engineered Steels, Inc., a Delaware corporation, the Banks, and Mortgagee, as Agent for itself and the other Banks, as originally executed, or if amended, modified, varied, supplemented or restated from time to time, as so amended, modified, varied, supplemented or restated.

Event of Mortgage Default shall have the meaning set forth in §3.1 hereof.

Mortgage shall mean this Rider and the mortgage to which this Rider is attached.

Mortgagee shall mean, as appropriate, the Mortgagee named at the beginning of this instrument, any subsequent holder or holders of this Mortgage or the indebtedness secured hereby, the trustee under a deed of trust, or any commonwealth, state or county official engaged in any part of the enforcement of the lien of this Mortgage, and their respective successors and assigns.

Mortgage Instruments shall have the meaning set forth in §3.8 hereof.

Mortgagor shall mean the person or persons named at the beginning of this instrument as Mortgagor and any subsequent owner or owners of the Property. Where more than one person constitutes Mortgagor, provisions in this Mortgage with reference to bankruptcy or insolvency or the like shall refer to each of the persons who at that time constitutes Mortgagor, so that if, for example, but without limitation, any person who is one of the persons who constitute Mortgagor shall file a petition in bankruptcy, such filing shall be treated as a breach of condition of this Mortgage.

Notes shall mean, collectively the Revolving Credit Notes and the Term Notes (as defined in the Credit Agreement).

Obligations shall mean all indebtedness, liabilities, obligations, covenants and agreements

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of Mortgagor to Mortgagee or any Bank, individually or collectively, existing on the date of the Credit Agreement or arising thereafter, arising or incurred under the Credit Agreement or any of the other "Loan Documents" (as defined in the Credit Agreement) in each case as amended, modified, varied, supplemented or restated from time to time or in respect of loans, letters of credit and any notes or other instruments at any time evidencing any of the foregoing, this Mortgage or any other document executed as security therefor, and all other indebtedness, liabilities, covenants and agreements of Mortgagor to Mortgagee or any Bank individually or collectively, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise now existing or hereafter arising.

Permitted Encumbrances shall mean those liens, encumbrances and adverse claims described on Exhibit B attached hereto and encumbrances of the kind expressly permitted by the provisions of §8.21 of the Credit Agreement.

Property shall mean the property described in Attachment A attached hereto and incorporated herein by reference as if fully set out herein.

§5. Miscellaneous

§5.1. Notices.

(a) All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be in writing and shall be delivered in hand, mailed by United States certified first-class mail, postage prepaid, or sent by telegraph, telecopier or telex and confirmed by letter, addressed as provided below:

(i) if to the Mortgagor, at 410 Oberlin Road, S.W., Massillon, Ohio 44647, Attention: Chief Executive Officer, or at such other address for notice as the Mortgagor shall last have furnished in writing to the person giving such notice

(until another address for notice is furnished, notices delivered to this address shall be effective as provided herein); or

(ii) if to the Mortgagee, at 100 Federal Street, Boston, Massachusetts 02110, Attention: Jeffrey W. Zinsmeyer, Vice President, or at such other address for notice as the Mortgagee shall last have furnished in writing to the person giving such notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or (ii) if sent by registered or certified first-class mail, postage prepaid, five (5) Business Days (as defined in the Credit Agreement) after the posting thereof, and (iii) if sent by telex, telefax or cable, at the time of the dispatch thereof, if in normal business hours in the location of receipt, or otherwise at the opening of business on the following Business Day (as defined in the Credit Agreement).

§5.2. Successors and Assigns; Joint and Several Liability; Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the heirs, executors, administrators, successors and assigns of Mortgagor and inure to the benefit of Mortgagee and its successors and assigns. Where more than one person constitutes Mortgagor, the liability of such persons under this Mortgage for the obligations set forth herein shall be joint and several. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof.

§5.3. Future Advances; Revolving Credit Loan. This Mortgage shall secure, and constitute a lien upon the Property for, all future advances

made by Mortgagee under the Credit Agreement at any time or times hereafter, whether or not any reference is made to this Mortgage at the time such advances are made, and all such sums shall be equally secured with and, to the extent permitted by law, have the same priority as the Obligations outstanding as of the date hereof.

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

§5.5. Captions. Section headings are inserted for convenience of reference only, do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.

§5.6. Governing Law. The Credit Agreement, the Notes, and the Obligations evidenced and governed thereby are and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, but this Mortgage and the perfection and enforcement of the lien and security interest hereunder (and any financing statement filed in connection herewith) shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located, except that interest payable on any advances made by the Mortgagee for any reason under this Mortgage shall be governed by Massachusetts law because such advances shall constitute Obligations and bear interest in accordance with the Credit Agreement.