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1. This Mortgage is given as security: for the performance and observance of the covenants and agreements herein contained and any other agreement executed by Mortgagor, individually or with others, to Merchants in connection with the indebtedness secured hereby; and

MORTGAGOR HEREBY COVENANTS AND AGREES

THIS INDENTURE WITNESSES, that VMS/MCL DEARBORN PARK II VENTURE, an Illinois partnership having its principal office at 1337 Fullerton Avenue, Chicago, Illinois 60614 (hereinafter referred to as "Mortgagor"), mortgages and warrants to MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, a national banking association having its principal office at One Merchants Place, Indianapolis, Indiana 46255 (hereinafter referred to as "Merchants"), the real estate located in Cook County, Illinois that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, together with all fixtures, buildings and structures now or hereafter erected or placed in or upon such real estate by Mortgagor, or now or hereafter attached to or used in connection with such real estate, and all tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto attaching and belonging, or in any way appertaining, and the rents, issues, profits, contract rights and general intangibles thereof or therefrom including but not limited to all right, title and interest of Mortgagor in and to leases of any portion of the Mortgaged Premises (hereinafter collectively referred to as the "Lease") now or hereafter existing, and any and all proceeds therefrom and replacements and substitutions therefor (hereinafter collectively referred to as the "Mortgaged Premises") all to the use and benefit of Merchants, its successors and assigns,

REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Handwritten signature

This instrument was prepared by: Thomas W. Dinnwiddie, Attorney-at-Law 1600 Capital Center South 201 North Illinois Indianapolis, IN 46204

MAIL TO: BOX 333 - TH

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BOOK COUNTY ILLINOIS 1969 MAR 1 PM 2 46

71-98-536 D3

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ISSUED

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

11/11/11

ISSUED

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET
CHICAGO, IL 60602
TEL: 312.603.1000
WWW.COOKCOUNTYCLERK.COM

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4. Mortgagor will procure and maintain in effect at all times hazard insurance (fire and extended coverage) with respect to the mortgaged premises and public liability

3. Mortgagor will pay all indebtedness in accordance with its terms and will perform and comply with all of the terms and provisions thereof.

2. Mortgagor is the owner in fee simple of the mortgaged premises and has full power to mortgage and assign the same. The mortgaged premises are free and clear of any and all liens and encumbrances, except those set forth on Exhibit "B" attached hereto and by reference made a part hereof. Mortgagor will make any further assurances of title that Merchants may require and will warrant and defend the mortgaged premises against all lawful claims and demands whatsoever.

So long as this mortgage secures any indebtedness, Merchants may make future advances to or for the benefit of Mortgagor. Such future advances, together with any interest thereon, shall be secured by this mortgage. At no time shall the principal amount of the indebtedness, not including sums advanced in accordance herewith either to collect the indebtedness or to protect the security of this mortgage, exceed thirty million and no/100 dollars (\$30,000,000.00).

(all the indebtedness and obligations secured hereby herewith referred to collectively as the "indebtedness").

any and all extensions, renewals, increases and modifications of any of the foregoing, whether direct or indirect, absolute or contingent, and whether evidenced by promissory notes, checks, drafts, agreements, contracts, letters of credit, bills, overdrafts, open accounts or otherwise;

(11) For the payment when due of all present and future indebtedness and obligations of Mortgagor to Merchants in accordance with the terms and conditions of such indebtedness and obligations, including but not limited to a certain revolving credit evidenced by a certain promissory note of even date herewith executed by Mortgagor to Merchants in the original principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) having a maturity date of February 28, 1991 (hereinafter referred to as the "Note");

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15506000...

Section 10-10-100. (a) The Board of Supervisors shall have the honor of receiving the following:

Section 10-10-100. (b) The Board of Supervisors shall have the honor of receiving the following:

Section 10-10-100. (c) The Board of Supervisors shall have the honor of receiving the following:

Section 10-10-100. (d) The Board of Supervisors shall have the honor of receiving the following:

Section 10-10-100. (e) The Board of Supervisors shall have the honor of receiving the following:

(1) The Board of Supervisors shall have the honor of receiving the following:

(2) The Board of Supervisors shall have the honor of receiving the following:

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insurance with such insurance companies and in form and amounts as are acceptable to and approved by Merchants against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and shall be first payable in case of loss to Merchants, and Mortgagor shall deliver to Merchants a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration. All such policies of insurance shall contain waiver of subrogation clauses and shall have attached thereto the non-contributory New York Standard Mortgage clause or its equivalent in favor of Merchants with cancellation only upon at least thirty (30) days prior written notice to Merchants. All amounts recoverable under any policy are hereby assigned to Merchants and, in the event of a loss, each insurance company concerned is hereby authorized and directed to make payment for such loss to Merchants rather than to Merchants and Mortgagor jointly. After deducting from such insurance proceeds any expenses incurred by Merchants in the collection or handling of such funds (including but not limited to reasonable attorneys' fees incurred by Merchants in obtaining a settlement of an insurance claim), Merchants shall apply the net proceeds first to payment of the indebtedness and second for deposit in a certain cash collateral account in order to readvance such net proceeds to Mortgagor subject to and in accordance with the terms of a certain construction loan agreement of even date herewith executed by and between Merchants and Mortgagor (hereinafter referred to as the "Loan Agreement"). Merchants shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. In the event of the foreclosure of this Mortgage or the transfer of the Real Estate in lieu thereof, or in the event of a default hereunder or under the terms of the Note, all rights, title and interest of Mortgagor in and to such policies of insurance shall pass to the purchaser or grantee and Mortgagor hereby irrevocably appoints Merchants as attorney-in-fact of Mortgagor to assign any policies in the event of the foreclosure of this Mortgage or a conveyance in lieu of foreclosure.

5. Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed by any governmental entity against or upon the Mortgaged Premises, or any part thereof, or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or

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7. Mortgagor will keep the Mortgaged Premises in good order, repair and condition at all times and will not commit waste or allow waste to be committed against the Mortgaged Premises. Mortgagor will not commit or allow the commission of any violation of any law, regulation or ordinance affecting the Mortgaged Premises and will not commit or allow any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) constituting a part of the Mortgaged Premises without the prior written consent of Merchants. Merchants shall have a right to erect a sign at the Mortgaged Premises covering the financing provided by Merchants subject to applicable zoning ordinances, and Merchants shall at reasonable times during normal business hours and upon reasonable notice to Mortgagor have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder.

6. If Mortgagor shall neglect or refuse to keep the Mortgaged Premises in good repair, to maintain and pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, or the Mortgaged Premises, all as provided for under the terms of this Mortgage, Merchants may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon from the date of payment at the rate which is equal to the "default" rate of interest specified in the Note, shall be immediately due and payable by Mortgagor to Merchants, and until paid shall be added to and become a part of the indebtedness, and the same may be collected in any suit hereon or upon the Note, or Merchants, by payment of any tax, assessment or charge, may, at its discretion, be subrogated to the rights of the governmental subdivisions levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy of Merchants, and the exercise by Merchants of the right to make advances shall not in any case be liable to not obligatory and Merchants shall not be liable to Mortgagor for a failure to exercise any such right.

charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Merchants such evidence of the timely payment of such taxes, assessments and charges as Merchants may require, and Mortgagor also will pay all taxes, assessments or charges which may be levied on this Mortgage or the Note, excepting any state or federal income taxes or state intangibles taxes, provided, however, that Mortgagor shall have the right to contest in good faith any such tax, assessment, charge or levy by appropriate proceedings without the prior payment thereof unless required to contest.

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11/15/2011

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY RECEIVED FROM THE COMMISSIONER OF THE DEPARTMENT OF REVENUE, A REPORT OF THE REVENUE RECEIVED FROM THE SALE OF THE PUBLIC DEBT OF SAID COUNTY, DURING THE QUARTER ENDED ON THE 30TH DAY OF SEPTEMBER, 2011. THE SAID REPORT IS HEREBY FILED FOR THE INFORMATION OF THE BOARD.

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10. Mortgagor will indemnify Merchants and save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, related to, resulting from or arising out of or in connection with the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the indebtedness. All sums paid by Merchants,

at that time. with whoever is the owner of record of the Mortgaged Premises refunding any part of such reserve funds, Merchants may deal Merchants, in its sole discretion, may determine) and, in constituting the indebtedness in such manner and amounts as indebtedness) with application against the various obligations part or all of said reserve funds may be applied to the cure same within any time provided for curing the default, any the terms of this Mortgage or under the Note and a failure to payable in respect thereof. In the event of any default under with the general funds of Merchants, and no interest shall be not be, nor deemed to be, trust funds but may be commingled covenanted to be furnished by Mortgagor. Such payments shall the Mortgaged Premises and premiums for insurance as herein payments, taxes, assessments, liens and charges on or against least thirty (30) days before the same become due, all rental to create and maintain a reserve fund from which to pay at amounts as Merchants from time to time estimates as necessary Merchants, on dates upon which interest is payable, such Mortgagor hereunder or under the Note, Mortgagor will pay to same within any time provided for curing the default by 9. In the event of a default and a failure to cure

claims of any kind or nature whatsoever. free and clear and discharged of any and all encumbrances or purpose of assigning all proceeds from such awards to Merchants all assignments and other instruments sufficient for the will, upon request by Merchants, execute and deliver any and accordance with the terms of the Loan Agreement. Mortgagor readvance such net proceeds to Mortgagor subject to and in second to a certain cash collateral account in order to the net proceeds first to payment of the indebtedness and limited to reasonable attorney's fees), Merchants shall apply collection or handling of such proceeds) including but not from such proceeds any expenses incurred by Merchants in the be directed to pay such award to Merchants. After deducting to Merchants and the appropriate governmental authority shall streets affecting the Mortgaged Premises, are hereby assigned of access to a public way, or for any change of grade of including any award for a taking of title, possession or right exercise of the right of eminent domain by such authority, authority for damages to the Mortgaged Premises by virtue of an 8. All awards made by any public or quasi-public

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including reasonable attorneys' fees, to cure a default by Mortgagee hereunder or for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which Merchants is made a party by reason of this Mortgage or the Note, or in which it becomes necessary to defend or uphold the lien of this Mortgage, shall be paid by Mortgagee to Merchants, together with interest thereon from date of payment at the rate specified under paragraph 6 above, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

11. Mortgagee will pay all sums which it not paid may result in the acquisition or creation of a lien prior to the lien of this Mortgage.

12. Merchants is subrogated for further security to the lien, although released of record, of any and all encumbrances paid with the proceeds of the indebtedness.

13. Merchants may, at its option and without notice or demand after an event of default hereunder and a failure to cure any such default within the applicable cure period specified, collect and receive all rentals due to Mortgagee under the Leases and apply said rentals toward the payment of the principal of and interest on the Note or any other indebtedness, including but not limited to costs of collection, expenses of operation, advances and reasonable attorneys' fees (with application against the various obligations constituting the indebtedness in such manner and amounts as Merchants, in its sole discretion, may determine). Such right may be exercised by Merchants without regard to other security and without releasing Mortgagee from any obligation. Mortgagee hereby irrevocably appoints and constitutes Merchants as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagee and in a manner not adverse to the interests of Mortgagee, after an event of default and a failure to cure same within any time provided for curing the default, to request, demand, enforce payment, collect and receive the rentals payable under the Leases, to endorse any checks, drafts or orders evidencing the payment of rentals under the Leases, and to do and perform any act which Mortgagee might do for and on its own behalf. Any security deposits received by Mortgagee shall be held in trust. Mortgagee shall notify Merchants in writing in the event of any default by Mortgagee under the Leases. Mortgagee shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the Leases

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16. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person or persons other than Mortgagor, and Merchants does not exercise the option reserved to it hereunder to accelerate the indebtedness in the event of alienation of all or any part of the Mortgaged Premises, Merchants may deal with successor or successors in interest with reference to this Mortgage and the

15. Mortgagor shall not acquire any fixtures covered by this Mortgage subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage.

14. Except for dealings in the ordinary course of business which are in the best interest of both Mortgagor and Merchants, Mortgagor will not cancel any of the Leases now or hereafter assigned to Merchants, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of the Leases or accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the prior written consent of Merchants.

13. Except for dealings in the ordinary course of business which are in the best interest of both Mortgagor and Merchants, Mortgagor will not cancel any of the Leases now or hereafter assigned to Merchants, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of the Leases or accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the prior written consent of Merchants.

to be observed and performed by the tenants thereunder and shall appear and defend any action growing out of or in any manner connected with the Leases. Mortgagor shall not execute any Lease, or change, modify, release, waive, terminate, alter or amend the Leases or any of the terms and provisions thereof (including the rentals thereunder), nor assign or encumber its rights, title and interest in and to the Leases without first securing the written consent of Merchants. Merchants may, at its option but without the assumption of any of Mortgagor's obligations as lessor, perform any obligation of Mortgagor under the Leases, without releasing Mortgagor from any obligations herein or under the terms of the Leases. In the exercise of such power, Merchants shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, and the same shall be payable upon demand or added to the Note and secured hereby. Mortgagor shall indemnify and save harmless Merchants from any and all cost, expense or liability under the Leases or by reason of this Mortgage and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of Merchants to perform or discharge any of the terms of the Leases. The receipt by Merchants of any rental payments made by tenants and occupants pursuant to the Leases shall constitute a valid receipt and acquittance for all such rents paid, and tenants shall be under no duty or obligation concerning the proper application of any rents so paid.

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ASSOCIATE

THE ASSOCIATE CLERK OF THE COURT OF COMMONS
OF GREAT BRITAIN AND IRELAND
DO HEREBY CERTIFY THAT THE
FOLLOWING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL AS
FILED IN THE OFFICE OF THE
CLERK OF THE COURT OF COMMONS
ON THE 10th DAY OF JANUARY 1900

IN WITNESS WHEREOF I HAVE
SIGNED THESE PRESENTS AT
LONDON THIS 10th DAY OF JANUARY 1900

ALICE W. B. CLERK
ASSOCIATE CLERK OF THE COURT OF COMMONS

THE ASSOCIATE CLERK OF THE COURT OF COMMONS
OF GREAT BRITAIN AND IRELAND
DO HEREBY CERTIFY THAT THE
FOLLOWING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL AS
FILED IN THE OFFICE OF THE
CLERK OF THE COURT OF COMMONS
ON THE 10th DAY OF JANUARY 1900

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19. This Mortgage creates a continuing lien to secure the full and final payment of the Note and the performance of the other obligations of Mortgagor under this Mortgage or under any other security documents or agreements executed by Mortgagor in connection with the indebtedness.

18. Mortgagor hereby authorizes Merchants to execute and file financing statements signed only by a representative of Merchants covering the interest of Merchants in any personal property that is a part of the mortgaged premises. Upon any default and a failure to cure same within any time provided for curing the default, Merchants, at its option and without notice or demand, shall be entitled to enter upon the mortgaged premises to take immediate possession of such personal property or to render the same unusable. Upon request, Mortgagor shall assemble and make such personal property available to Merchants at a place to be designated by Merchants which is reasonably convenient to both parties. Upon repossession, Merchants may propose to sell all or any portion of the personal property at public or private sale in accordance with the Uniform Commercial Code as adopted in Illinois or any other applicable statute. In the further event that Merchants shall dispose of any or all of the personal property after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaining, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Merchants, and (c) to the satisfaction of the indebtedness (with application against the various obligations constituting the indebtedness in such manner and amounts as Merchants, in its sole discretion, may determine). Mortgagor agrees to release and hold harmless Merchants from any and all claims arising out of the repossession of the personal property. In the event of a proposed sale of all or any part of the personal property, notification shall be given to Mortgagor at least ten (10) days prior thereto.

17. Mortgagor shall pay to Merchants, or its legal representatives, successors and assigns, reasonable attorneys' fees, any sums expended for the continuation of the abstract of title to the mortgaged premises, for title searches, or for title insurance, and all other costs incurred in any action to foreclose this mortgage, or for the cure of a default by Mortgagor in any of its terms, covenants or agreements, which fees and costs shall be an additional lien and security interest against the mortgaged premises.

Indebtedness in the same manner as with Mortgagor, without in any manner violating or discharging Mortgagor's liability hereunder, or upon the indebtedness.

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- 20. Upon:
- (1) the failure of Mortgagor to pay or perform any indebtedness when due;
- (11) any default in the payment of the taxes, assessments or charges as required hereunder;
- (111) any default in the performance and observance of any other of the terms, covenants or agreements of this Mortgage, and a failure to cure such default within fifteen (15) business days after written notice thereof to Mortgagor; provided, however, if such failure cannot be reasonably cured within such fifteen (15) business day-period and Mortgagor has promptly commenced during such period and thereafter diligently continues efforts to cure same, then Mortgagor shall be granted an additional reasonable period of time within which to cure same, provided such extension does not impair the value of Merchants' security;
- (14) the occurrence of an event of default under the Loan Agreement and a failure to cure such default within the applicable cure period specified therein, if any;
- (v) the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the mortgaged premises provided, however, if no other event of default has occurred hereunder, Merchants may not cause an event of default hereunder by instituting foreclosure proceedings for this Mortgage;
- (vi) the passing of any law hereafter by the state of Illinois or local authority deducting from the value of the mortgaged premises any lien thereon for the purpose of taxation of Merchants or changing in any way the laws now in force for the taxation of mortgages, or the indebtedness, for state or local purposes, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the indebtedness and the failure by Mortgagor to pay after demand the increased cost thereof to Merchants;
- (vii) the sale, pledge or other direct or indirect transfer of any ownership interest in the partnership constituting Mortgagor or either of

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- (A) [Illegible text]
- (B) [Illegible text]
- (C) [Illegible text]
- (D) [Illegible text]
- (E) [Illegible text]
- (F) [Illegible text]
- (G) [Illegible text]
- (H) [Illegible text]
- (I) [Illegible text]
- (J) [Illegible text]

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or remedies hereunder successively or concurrently. Whenever the consent of Merchants is required hereunder, it shall not be withheld, conditioned or delayed by Merchants unreasonably.

22. Merchants, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any endorser or guarantor and without the consent of Mortgagee if Mortgagee has conveyed title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the primary liability of Mortgagee or any endorser or guarantor to Merchants.

23. Any part of the Mortgaged Premises covered by this Mortgage may be released by Merchants without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the indebtedness nor shall the taking of additional security release or impair the security hereof or liability for the indebtedness in any manner whatsoever.

24. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, Mortgagee and Merchants, their respective successors, assigns and legal representatives.

25. All notices permitted or required hereunder shall be effective when given pursuant to the terms of the Loan Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Mortgage to be executed and effective on the 28th day of February, 1989.

VMS/MCL DEARBORN PARK II VENTURE

BY: Dearborn Prairie Homes Corporation, an Illinois Corporation
BY: _____

BY: VMS/Dearborn Park II, Inc., an Illinois Corporation
BY: *[Signature]*
"BORROWER"

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SA: [Illegible]

SA: [Illegible]

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DO NOT EXCEED THE LIMITS OF THE...

IN ORDER TO...

THE...

PROPERTY...

PROPERTY...

PROPERTY...

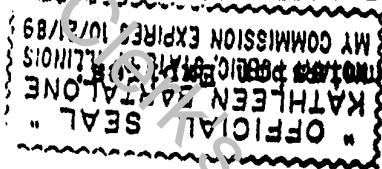
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Property of Cook County

0520E/bas

My County of Residence: Cook



() Notary Public
Kathleen Zatlone

WITNESS my hand and Notarial Seal this 28th day of February, 1989.

Before me, a Notary Public in and for said County and State, personally appeared David E. McLean, the President of Dearborn Prairie Homes Corporation, an Illinois corporation and Roger Gully of VMS/Dearborn Park II, Inc., an Illinois corporation, who, after having been duly sworn, acknowledged the execution of the foregoing Real Estate Mortgage and Assignment of Rents and Leases for and on behalf of each such corporations as the general partners of VMS/MCL Dearborn Park II Venture.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

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MA
" OFFICER "

MEMBERS

MEMBERS

BY

COOK COUNTY CLERK'S OFFICE

COPY

STATE

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EXHIBIT "A"

PARCEL "A":

BLOCK 5 IN DEARBORN PARK UNIT NO. 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

BLOCK 7 TOGETHER WITH THE SOUTH 381.50 FEET OF BLOCK 4 IN DEARBORN PARK UNIT NO. 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

*Property bounded by Roosevelt Road
on the North ^{15th Street} & on the South, State
Street on the East*

*P. I. N. # 17-21-210-012, 009, 013, 011, 013
& 014 & 018*

*17-21-210-008, 016, 017, 022, 010,
022, 026, 032 & 052*

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EXHIBIT B

DESCRIPTION OF LIENS, ENCUMBRANCES, RESTRICTIONS EXCEPTIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS AFFECTING TITLE

1. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE 6-FOOT, 10-FOOT AND 15-FOOT WIDE EASEMENT STRIPS, AS SPECIFICALLY SHOWN ON EXHIBIT "A" ATTACHED THERETO AND BEING A PART OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY RECORDED NOVEMBER 4, 1987 AS DOCUMENT 87596351.
2. RESERVATION OF EASEMENT BY CITY OF CHICAGO IN ORDINANCE OF VACATION, A COPY OF WHICH WAS RECORDED AUGUST 25, 1988 AS DOCUMENT 88387555 FOR THE BENEFIT OF THE COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OPERATE, MAINTAIN, CONSTRUCT, REPLACE, AND RENEW OVERHEAD POLES, WIRES, AND ASSOCIATED EQUIPMENT AND UNDERGROUND CONDUIT, CABLES, AND ASSOCIATED EQUIPMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY AND TELEPHONIC AND ASSOCIATED SERVICES UNDER, OVER, AND ALONG ALL OF THE STREETS AND ALLEYS AS VACATED THEREIN, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS.
3. RESERVATION BY CITY OF CHICAGO IN ORDINANCE OF VACATION, A COPY OF WHICH WAS RECORDED AUGUST 25, 1988 AS DOCUMENT 88387558 OF ALL THE EXISTING CHICAGO FREIGHT TUNNEL STRUCTURES LOCATED IN ALL THAT PART OF ORIGINAL SOUTH DEARBORN STREET, SOUTH PLYMOUTH COURT, SOUTH FEDERAL STREET, AND WEST 14TH STREET, AS THEREIN VACATED; ALSO THE RIGHT FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SAID TUNNEL STRUCTURES. NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERRECTED OVER OR ACROSS SAID TUNNEL STRUCTURES WHICH IN THE JUDGMENT OF THE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES, WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION THEREOF.
4. PROVISIONS CONTAINED IN ORDINANCE OF VACATION, A COPY OF WHICH WAS RECORDED AUGUST 25, 1988 AS DOCUMENT 88387558, WHEREBY DEARBORN PARK CORPORATION AGREES TO CONSTRUCT OR CAUSE TO BE CONSTRUCTED BULKHEADS FOR ALL CHICAGO FREIGHT TUNNEL AT THE PROPERTY LINES ENTERING PRIVATE PROPERTY IN SOUTH CLARK STREET, SOUTH FEDERAL STREET,, SOUTH PLYMOUTH COURT, SOUTH DEARBORN STREET, SOUTH STATE STREET, WEST 12TH STREET, WEST 14TH STREET AND WEST 15TH STREET; ALSO TO CAP ALL ACCESS AND VENTILATION SHAFTS ENTERING THE TUNNEL STRUCTURES.

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5. PROVISIONS CONTAINED IN ORDINANCE OF VACATION, A COPY OF WHICH WAS RECORDED AUGUST 25, 1988 AS DOCUMENT 88387558, WHEREBY DEARBORN PARK CORPORATION AGREES TO ACCEPT AS PRIVATE TUNNELS ALL EXISTING CHICAGO FREIGHT STRUCTURE LOCATED ON PRIVATE PROPERTY, AS DELINEATED ON THE PLAT OF DEARBORN PARK UNIT NO.2 AFORESAID.
6. EASEMENT OVER THE HEREINAFTER DESCRIBED PORTIONS OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AUGUST 25, 1988 AS DOCUMENT 88387559.
7. EASEMENT FOR PUBLIC UTILITIES, AS SHOWN ON PLAT OF DEARBORN PARK UNIT NO. 2 RECORDED AUGUST 25, 1988 AS DOCUMENT 88387559, OVER THE SOUTH 30 FEET OF BLOCK 4 AND THE NORTH 30 FEET OF BLOCK 7.
8. RIGHTS OF CHICAGO TRANSIT AUTHORITY FOR SUBWAY TUBES AS DISCLOSED BY SURVEY DATED SEPTEMBER 2, 1988 MADE BY CHICAGO GUARANTEE SURVEY COMPANY.

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THE STATE OF ILLINOIS
COUNTY OF COOK
COURT OF COMMON PLEAS
IN AND FOR THE COUNTY OF COOK
STATE OF ILLINOIS

IN RE: [Illegible Case Name]
[Illegible Case Details]

RETURNED TO THE
CLERK OF THE COURT
ON [Illegible Date]

BY [Illegible Name]
[Illegible Signature]

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ISSUED