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SECOND MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FIXTURE FINANCING STATEMENT

\$57.00

THIS SECOND MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT ("Mortgage") made as of this 18th day of October, 1990, among LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated November 1, 1985 and known as Trust No. 110462 ("Rivers Edge Mortgagor"), and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated May 5, 1987 and known as Trust No. 102409-01 ("Stonebrook Mortgagor") (Stonebrook Mortgagor and Rivers Edge Mortgagor are hereinafter sometimes collectively referred to as the "Mortgagor"), and The Northern Trust Company, an Illinois banking corporation, whose address is 50 South LaSalle Street, Chicago, Illinois 60675 ("Mortgagee");

WHEREAS, Stonebrook Mortgagor is the legal title holder to the real estate legally described on Exhibit A attached hereto and hereby made a part hereof as the "Stonebrook Property," and Rivers Edge Mortgagor is the legal title holder to the real estate legally described on Exhibit A as the "Rivers Edge Property";

WHEREAS, Dominick DiMatteo, Jr. ("Beneficiary") controls or has a controlling interest in the sole beneficiary of each of Mortgagor and has requested that Mortgagee make a loan ("Loan") to Beneficiary, the owner of all the voting stock of Dodi, Inc., a Delaware corporation ("Parent"), in the principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) as evidenced by that certain Revolving Loan Note ("Note") of even date herewith in said principal amount, together with interest thereon, payable in installments as set forth therein, with a maturity date, the date on which the entire unpaid principal balance and accrued interest thereon, if not sooner paid, is due and payable on November 1, 1991;

WHEREAS, Beneficiary has executed that certain Guaranty Agreement ("Parent Loan Guaranty") in favor of Mortgagee as security for loans to Parent, the owner of all voting stock of Dodi Developments, Inc., a Delaware corporation ("Dodi Developments"), in the aggregate principal amount of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), which indebtedness is evidenced by that certain Revolving Loan Note of even date herewith in the principal amount of FIVE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$500,000.00) and that certain Term Note of even date herewith in the principal amount of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), which Revolving Loan and Term Notes provide for payments of the respective

72-74-871-PI  
72-74-861-PI

This Instrument Prepared By and After  
Recording Should Be Returned To

Jeanne Doyle Kelly  
Holleb & Coff  
55 E. Monroe Street  
Suite 4100  
Chicago, IL 60603

1990 NOV -7 PM 1:35

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principal amounts, with interest thereon, payable in installments as set forth therein, with the entire unpaid principal balance and accrued interest thereon, if not sooner paid, being due and payable on November 1, 1991 and April 30, 1994, respectively;

WHEREAS, Beneficiary has executed that certain Guaranty Agreement ("Dodi Loan Guaranty") in favor of Mortgagee as security for loans to Dodi Developments, in the aggregate principal sum of SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,800,000.00), which indebtedness is evidenced by a TERM NOTE of even date herewith in the principal amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) and a Revolving Loan Note of even date herewith in the principal amount of FIVE MILLION and NO/100 DOLLARS (\$5,000,000.00), which Term and Revolving Loan Notes provide for payments of the respective principal amounts, with interest thereon, payable in installments as set forth therein, with the entire unpaid principal balance and accrued interest thereon, if not sooner paid, being due and payable on April 30, 1994 and November 1, 1991, respectively;

WHEREAS, as security for payments under the Note, in addition to this Mortgage, Beneficiary has executed and delivered, or caused to be executed and delivered, to Mortgagee, inter alia, two additional second mortgages on real estate beneficially owned or controlled by Beneficiary and legally described on Exhibit B attached hereto and hereby made a part hereof (collectively, the "Other Mortgages") and that certain Environmental Indemnity Agreement of even date herewith. In addition, the payments required under the Note are guaranteed by each of Parent and Dodi Developments pursuant to separate Guaranty Agreements ("Guaranties") of even date herewith in favor of Mortgagee. The Note, this Mortgage, the Other Mortgages, said Environmental Indemnity Agreement, the Dodi Loan Guaranty, the Parent Loan Guaranty, the Guaranties, and all other documents which are executed and delivered as additional evidence or security for the indebtedness secured hereby, whether now or hereafter existing, are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, as security for the Loan, the Dodi Loan Guaranty and the Parent Loan Guaranty, Mortgagee has required the execution and delivery of this Mortgage;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure: (i) the repayment of the Loan, including without limitation the payment of the Note with interest thereon and any and all renewals, modifications or extensions thereof; (ii) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage; (iii) the performance of the covenants and agreements of the Mortgagee herein contained; and (iv) the performance of all agreements and obligations of Beneficiary set forth in the other Loan Documents;

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each Mortgagor does hereby mortgage, grant and convey to Mortgagee that certain real estate as to which it holds legal title as more particularly described on Exhibit A and which, together with the property hereinafter described owned by Mortgagor, is referred to herein as the "Premises," all of which are pledged by each Mortgagor with respect to the portion of the Premises by such Mortgagor primarily and on a parity with said real estate and not secondarily:

(a) all buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair 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;

(b) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) all rents, issues, deposits and profits accruing now to accrue from the Premises and the avails thereof; and

(e) all fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises or the aforesaid improvements thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, chandeliers, curtains, dehumidifiers, disposals, doors, drapes, covers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being agreed that all such property owned by Mortgagor and

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placed on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purpose of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage.

The enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. With respect to each parcel owned by each Mortgagor, all of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

For purposes of this Mortgage, each Mortgagor shall be deemed to make all covenants and agreements of Mortgagor set forth herein with respect to the portion of the Premises owned by Mortgagor.

Mortgagor covenants that it is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises are unencumbered except as set forth in Paragraph 5 hereof and that Mortgagor will defend, generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

## IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any future advances allowed under and secured by this Mortgage.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild, or cause to repair, restore or rebuild, any improvement now or hereafter located on the Premises which may become damaged or destroyed.

(b) Pay immediately when due and payable and before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Premises, including those heretofore due, and furnish the Mortgagee, upon request, with the original or duplicate

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receipts therefor, and all such items extended against the Premises shall be conclusively deemed valid for the purpose of this requirement. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

(c) Keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire and extended coverage, malicious mischief and vandalism and such other hazards in such amounts as may reasonably be required by Mortgagee for the full insurable value thereof, but in any case in such amounts as to negate the Mortgagor being deemed a co-insurer in the event of the occurrence of a fire or other insurance casualty. Mortgagor shall also provide and keep in effect comprehensive public liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require, and will also keep in effect upon the request of Mortgagee rent loss insurance in such amounts as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with standard mortgagee loss payable clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagor shall deliver the original of all policies, or certificates thereof, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to their respective dates of expiration. If any renewal policy or certificate thereof is not delivered to Mortgagee thirty (30) days before the expiration of any existing policy or policies, with evidence of premium paid, Mortgagee may, but is not obligated to, obtain the required insurance on behalf of Mortgagor (or insurance in favor of Mortgagee alone) and pay the premiums thereon. Any monies so advanced shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at the default rate of interest set forth in the Note. So long as any sum remains due hereunder or under the Note, Mortgagor covenants and agrees that it shall not place, or cause to be placed or issued, any separate casualty, fire, rent loss, or liability insurance from the insurance required to be maintained under the terms hereof, unless in each such instance the Mortgagee

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herein is included therein as a secondary payee under a standard mortgagee's loss payable clause second only to the interest of the respective mortgagee having a first lien against the respective Premises as set forth in Paragraph 5 hereof. Mortgagor covenants to advise Mortgagee whenever any such separate insurance coverage is placed, issued or renewed, and agrees to deposit the original of all such policies, or certificates thereof, with Mortgagee. Application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments due under the Note.

d) Upon Mortgagee's request after the occurrence of any Default hereunder, deposit monthly with Mortgagee one-twelfth (1/12th) of one hundred ten percent (110%) of the amount of the last ascertainable annual real estate taxes in such manner as Mortgagee may prescribe to have on deposit sufficient funds to provide for the current year's real estate tax obligation, provided however that no deposits shall be required hereunder for any part of the Premises as to which taxes are deposited by any Mortgagor with the mortgagee under the respective First Mortgage (as hereinafter defined in Paragraph 5). All deposits made hereunder may be held without any allowance of interest and need not be kept separate and apart. If the amount estimated to pay said taxes is not sufficient, Mortgagor promises to pay the difference upon demand. Should Mortgagor fail to deposit sufficient amounts with Mortgagee to pay such obligations, Mortgagee may, but shall not be obligated to, advance monies necessary to make up any deficiency in order to pay such obligations. Any monies so advanced by Mortgagee shall become so much additional indebtedness secured hereby and shall become immediately due and payable with interest due thereon at the default interest rate set forth in the Note. It shall not be obligatory upon the Mortgagee to inquire into the validity or accuracy of the real estate tax obligations before making payments of the same and nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for said purpose nor shall the Mortgagee incur any personal liability for anything it may do or omit to do hereunder. It is agreed that all such payments made, at the option of the Mortgagee, shall be: (i) held in trust by it without earnings for the payment of the real estate tax obligations; (ii) carried in a tax account and withdrawn by the Mortgagee to pay the real estate tax obligations; or (iii) credited to the unpaid balance of the indebtedness secured hereby in the event of a Default hereunder. The amounts so held in trust or in a tax account are hereby

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pledged, together with any other account of Mortgagor or the beneficiary of Mortgagor, or any guarantor hereof, held by the Mortgagee, to further secure the indebtedness represented by the Note and any officer of the Mortgagee is authorized to withdraw the same and apply said sums as aforesaid.

(e) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the Premises.

(f) Restore and rebuild any buildings or improvements now or at any time located on the Premises and destroyed by fire or other casualty so as to be of at least equal value and substantially the same character as existed prior to such damage or destruction. In any case where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed only upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, owner's, contractor's and subcontractor's sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanic's lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the Mortgagee reasonably determines that the cost of rebuilding, repairing or restoring the buildings and improvements shall exceed the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), then Mortgagor must obtain the written approval of all plans and specifications for such work from Mortgagee before such work shall be commenced, which shall not be unreasonably withheld or delayed. Any surplus which remains from said insurance proceeds after payment of such costs of building or restoring shall, at the option of the Mortgagee, be applied toward the indebtedness secured hereby or be paid to any party entitled thereto without interest.

(g) Keep said Premises in good condition and repair without waste and free from any mechanic's or other lien or claims of lien not expressly subordinated to the lien hereof other than the liens described in Paragraph 5 hereof. Provided, however, Mortgagor may,

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in good faith and with reasonable diligence, contest the validity or amount of any mechanic's or materialmen's lien and defer payment and discharge thereof during the pendency of such contest, provided: (a) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (b) that, within thirty (30) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified the Mortgagee in writing of Mortgagor's intention to contest such lien; and (c) that, within sixty (60) days after Mortgagor has been notified of the assertion of such lien, Mortgagor (i) shall have caused a title insurer satisfactory to Mortgagee to issue an endorsement satisfactory to the Mortgagee insuring over such lien; (ii) shall have indemnified the Mortgagee against loss arising from such lien by a performance or surety bond acceptable to the Mortgagee; or (iii) shall have deposited with the Mortgagee a sum of money sufficient in the judgment of the Mortgagee to pay in full such lien and all interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of the Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest finally determined to be due upon the conclusion of any such contest, to the extent such amount exceeds the amount which the Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagee may, at its option, apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with the Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. The Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to the Mortgagee of the amount of payment to be made. Provided Mortgagor is not in default hereunder, upon Mortgagee's receipt of evidence reasonably satisfactory to it that any such

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lien has been released or discharged, the excess funds on deposit, if any, for payment of such lien shall be returned to Mortgagor.

(h) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(i) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

3. (a) In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized to either: (i) settle and adjust any claim under any insurance policies without the consent of Mortgagor; or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. In case of any such loss or damage, if, in Mortgagee's sole but reasonable judgment and determination, the improvements to the Premises cannot be fully restored and completed, or if, in Mortgagee's sole but reasonable judgment and determination, the funds collected from any such insurance settlements are deemed insufficient to pay for the full and complete restoration and repair of such damage, or in the event of a Default hereunder, Mortgagee shall have the right to collect any insurance proceeds and apply the same toward payment of the indebtedness secured hereby, after deducting therefrom all expenses and fees of collection, with the further proviso that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other Default hereunder. Notwithstanding the foregoing, if there is no Default hereunder and, in Mortgagee's sole but reasonable judgment and determination, the damage sustained to the Premises can be fully restored and completed in apt time and further, in Mortgagee's sole but reasonable discretion and determination, the funds recovered from such loss are sufficient to pay the full and complete cost of such restoration, or Mortgagor deposits with Mortgagee upon Mortgagee's demand additional funds which, in Mortgagee's sole but reasonable judgment and determination, are sufficient, along with the funds recovered from such loss, to pay the full and complete

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cost of such restoration, then such funds will be made available for disbursement by Mortgagee on presentation of good and sufficient architect's certificates and waivers of lien. Notwithstanding any of the foregoing, should any insurance company raise a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, then Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlement, declare the unpaid balance to be immediately due and payable and may treat the same as in the case of any other default hereunder. Notwithstanding anything to the contrary contained herein, if a mortgagee described in Paragraph 5 hereof as having a first lien against the Premises authorizes the use of the funds recovered from any insurance settlement for restoration of the Premises, and there is no Default hereunder, Mortgagee shall authorize the use of such funds for such restoration.

(b) In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if such owner thereof shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, each successive redepton may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redepton. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest

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of such purchaser to be protected by said insurance policies.

(c) Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon or to perform any act hereunder.

4. Mortgagor hereby represents and covenants to Mortgagee that:

(a) Mortgagor (i) is a trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Mortgagor; (ii) is a land trust duly organized, validly existing and in good standing under the laws of the State of Illinois and has complied with all conditions prerequisite to its doing business in the State of Illinois; (iii) has the power and authority to own its properties and to carry on its business as now being conducted; (iv) is qualified to do business in every jurisdiction in which the nature of its business or its properties makes such qualification necessary; and (v) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(b) The execution, delivery and performance by Mortgagor of the Note, this Mortgage and all other Loan Documents, and the borrowing evidenced by the Note: (A) are within the powers of Mortgagor; (B) have been duly authorized by all requisite actions; (C) have received all necessary governmental approval; (D) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Mortgagor is a party, or by which it or any portion of the Premises is bound; and (E) are not in conflict with, will not result in breach of, or constitute (with due notice and/or lapse of time) a default under, any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and any additional documents securing the Note.

(c) The Note, this Mortgage and all other Loan Documents, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor and all other obligors named therein, if any, in accordance with their respective terms; subject,

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however, to such exculpation provisions as may be hereinafter specifically set forth.

(d) All other information, reports, papers, balance sheets, statements of profit and loss, and data given to Mortgagee, its agents, employees, representatives or counsel in respect of Mortgagor or others obligated under the terms of this Mortgage and all other Loan Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

(e) There is not now pending against or affecting Mortgagor or others obligated under the terms of this Mortgage and all other Loan Documents, nor, to the best knowledge of Mortgagor, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Mortgagor or the Premises.

5. The lien of this Mortgage, and the terms, provisions and obligations set forth in this Mortgage, is subject and subordinate only to the liens of, and the terms, provisions and obligations set forth in, the following: (i) with respect to the Stonebrook Property, that certain mortgage by Stonebrook Mortgagor to United Presidential Life Insurance Company, an Indiana corporation, dated August 29, 1988 and recorded September 2, 1988 as Document No. 88401672 to secure a note in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00); and (ii) with respect to the Rivers Edge Property, that certain mortgage by Rivers Edge Mortgagor to Financial Horizons Life Insurance Company, an Ohio corporation, and Employers Life Insurance Company of Wausau, a Wisconsin corporation, dated June 16, 1989 and recorded June 29, 1989 as Document No. 89297491 to secure a note in the principal amount of TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,600,000.00) (the aforesaid mortgages described in this Paragraph 5 are hereinafter sometimes collectively referred to as the "First Mortgage"), including without limitation the rights of the mortgagee under each such First Mortgage. Each Mortgagor agrees that it will not permit, by its action or inaction the amount of the outstanding principal balance of the respective First Mortgage to exceed at any time hereafter the outstanding principal balance of the respective First Mortgage as of the date hereof.

6. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder;

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(a) The Mortgagor shall fail to pay when due any installment of principal or interest or fee payable hereunder or pursuant to the Notes or the Loan Documents, and such failure shall continue for a period of five (5) days after the Mortgagor has received notice of such default;

(b) The Mortgagor shall fail to observe or perform any other obligation to be observed or performed by it hereunder or under any of the Loan Documents, and such failure shall continue for twenty-one (21) days after (unless Mortgagee shall, in its reasonable discretion, extend such cure period) notice of such failure from the Mortgagee;

(c) The Mortgagor shall fail to pay any indebtedness due any third person or entity, and such failure shall continue beyond any applicable grace period, or the Mortgagor shall suffer to exist any other event of default (after the expiration of the applicable notice and cure period, if any) under any agreement binding the Mortgagor or Beneficiary, including without limitation any First Mortgage;

(d) Any financial statement, representation, warranty, or certificate made or furnished by or with respect to the Mortgagor or Beneficiary to the Mortgagee in connection with the Loan, or as inducement to the Mortgagee to enter into the Loan, or in any separate statement or document to be delivered to the Mortgagee hereunder, shall be materially false, incorrect, or incomplete when made;

(e) The Mortgagor or Beneficiary shall admit its inability to pay its debts as they mature or shall make any assignment for the benefit of itself or any of its creditors;

(f) Proceedings in bankruptcy, or for reorganization of the Mortgagor or Beneficiary or, for the readjustment of any of their respective debts, under the Bankruptcy Code, as amended, or any part thereof, or under any other Laws, whether state federal, for the relief of debtors, now or hereafter existing, shall be commenced against or by the Mortgagor or Beneficiary and, except with respect to any such proceedings instituted by the Mortgagor or Beneficiary, shall not be discharged within sixty (60) days of their commencement;

(g) A receiver or trustee shall be appointed for the Mortgagor or Beneficiary or for any substantial part of their respective assets, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the Mortgagor or Beneficiary and, except with respect to any such appointments requested or instituted by the Mortgagor or Beneficiary, such receiver or trustee shall not be discharged within sixty (60) days of his appointment, and, except with

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respect to any proceedings instituted by Mortgagor or Beneficiary, such proceeding shall not be discharged within sixty (60) days of its commencement, or the Mortgagor or Beneficiary shall discontinue business or materially change the nature of its business, or the collateral for the indebtedness secured hereby becomes, in the reasonable judgment of the Mortgagee, insufficient in value to satisfy the obligations of Mortgagor;

(h) The Mortgagor or Beneficiary shall suffer final judgments for payment of money aggregating in excess of \$50,000 and shall not discharge the same within a period of thirty (30) days unless, pending further proceedings, execution has not been commenced or, if commenced, has been effectively stayed;

(i) A judgment creditor of the Mortgagor or Beneficiary shall obtain possession of any of the collateral for the indebtedness secured hereby by any means, including (without implied limitation) levy, distraint, replevin, or self-help;

(j) Any guarantor shall fail to comply fully with the requirements of the Guaranties.

(k) Parent or DODI Developments shall fail to comply with the terms of or be in default (after the expiration of the applicable notice and cure period, if any) under any Loan Agreement, Note, Pledge Agreement or other document evidencing any indebtedness due the Mortgagee.

In the event of any Default, the Mortgagee may do on Mortgagor's behalf everything so covenanted and any act it may deem necessary to protect the lien hereof, and the Mortgagor will repay upon demand any monies paid or disbursed by the Mortgagee, including reasonable attorney's fees and expenses, for any of the above purposes, and such monies, together with interest thereon at the default rate set forth in the Note secured hereby, shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.



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7. It is the intent hereof to secure payment of the Loan whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, and this Mortgage shall specifically secure not only presently existing indebtedness under the Note and the other Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness secured hereby, including future advances, from the time of its filing for record in the Recorder's Office in the County in which the Premises are located. This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises, to the extent of the amount secured hereby from time to time. In no event shall such advances operate to make the principal sum of the indebtedness secured hereby, plus interest due thereon, plus any amount or amounts that may be added to the indebtedness under the terms of this Mortgage or any other Loan Document, exceed the sum of Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

8. Time is of the essence hereof, and if default be made in performance of any agreement or covenant set forth herein or in the Note, any other Loan Document, or any First Mortgage, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors, or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether by example and without limitation for insurance premiums, maintenance, taxes, capital improvement), and provided notice as required hereunder, if any, has been given and the applicable cure period, if any, has expired, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and interest shall accrue on all outstanding indebtedness at the default interest rate set forth in the Note, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises either en masse or, at Mortgagee's sole discretion, in separate parts.

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9. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of the Premises or whether the Premises shall then be occupied by the owner of the equity of redemption as a homestead, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues, and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items, including the expenses of such receivership, or toward any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued. No lease of said Premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof. Upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses, together with interest thereon at the default interest rate under the Note, which may be paid or incurred by or on behalf of the Mortgagee for Mortgagee's fees, appraiser's fees, reasonable attorneys' fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) including costs of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts, together with interest as herein provided, shall be immediately due and payable by the Mortgagor in connection with: (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which would affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor. No purchaser shall be obliged to see to the application of the purchase money.

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10. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and/or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor, or refuse to extend time for payment, or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and/or Mortgagor's successors in interest.

11. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or any other document, or afforded to Mortgagee by law or equity and may be exercised concurrently, independently or successively, at Mortgagee's sole discretion.

13. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagor and any other party claiming any interest in the Premises under Mortgagor.

14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be in writing, given by personal delivery, or mailing such notice by certified mail, return receipt requested, addressed to Mortgagor at:

LaSalle National Trust, N.A.  
as Successor Trustee under  
Trust No. 110462  
Attn: Land Trust Dept.  
135 South LaSalle Street  
Chicago, Illinois 60690

and

American National Bank and  
Trust Company of Chicago  
as Trustee under Trust No. 102409-01  
Attn: Land Trust Dept.  
33 North LaSalle Street  
Chicago, Illinois 60690

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and

Mr. Dominick DiMatteo, Jr.  
c/o The Dodi Organization  
Suite 250  
450 East Devon  
Itasca, Illinois 60143

with a copy to:

Arnold Weinberg, Esq.  
Katz Randall & Weinberg  
Suite 2300  
200 North LaSalle Street  
Chicago, Illinois 60601

or to such other address(es) as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be in writing, given by personal delivery, or mailing of such notice by certified mail, return receipt requested, addressed to Mortgagee at:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675  
Attn: Mr. Stephen M. Wolfe

or to such other address(es) as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this mortgage shall be deemed to have been delivered to Mortgagor or Mortgagee when delivered personally, given in accordance with this Paragraph 14 or two (2) business days after the notice is deposited in the U.S. mail.

15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation of any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for, settle and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises, provided however, that if the mortgagee under the respective First Mortgage authorizes the use of any such award for the restoration of the Premises, and there is no Default hereunder, Mortgagee shall likewise authorize the use of such award for such restoration.

17. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or

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hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor waives any and all rights to have the property and estate comprising the Premises marshalled upon any foreclosure of this Mortgage and hereby agrees that any court having jurisdiction to foreclose this Mortgage may order the Premises sold as an entirety. MORTGAGOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON, EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

18. Mortgagee shall, upon reasonable notice, have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

19. No construction shall be commenced upon the Premises, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Mortgagee which approval will not be unreasonably withheld provided that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage.

20. The Mortgagor will pay or cause to be paid all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use at the Premises.

21. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), the Mortgagor will keep the Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

22. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. In the event of a conflict between the provisions of this Mortgage and the Note, the provisions of the Note shall govern and control.

23. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagor, then Mortgagor shall forthwith pay such deficiency, including all expenses and fees which may be incurred by the holder of the Note in enforcing any of the terms and provisions of this Mortgage.

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24. Mortgagor shall make available upon demand for inspection by Mortgagee the books and records of the Premises, copies of any leases encumbering the Premises, and such other information relating to the Premises as Mortgagee may deem necessary or appropriate.

25. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

26. (a) To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of, the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits, whether now due or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Premises.

(b) The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than two installments in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, discounted, or otherwise discharged or compromised by the Mortgagor (except for actions taken by Mortgagor in good faith to settle or enforce lease matters in the ordinary course of business), except as have been approved in writing by

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Mortgagee. The Mortgagor waives any rights of set off against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises, without the prior written consent of Mortgagee.

(c) Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

(d) The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases regarding all or any part of the Premises hereinbefore described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments regarding the Premises as the Mortgagee shall from time to time require.

(e) Although it is the intention of the parties that the assignment contained in this Paragraph 26 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as no Default hereunder or under the Note has occurred Mortgagee shall not exercise its rights under this Paragraph 26 and Mortgagor shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby and otherwise operating as the landlord under the leases at the Premises.

(f) The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless from and against any and all liability, loss or damage, including reasonable attorney's fees, which Mortgagee may or might incur under said leases or by reason of the assignment thereof, as well as from and against any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases which arise or accrue prior to the Mortgagee acquiring ownership or taking actual possession of the Premises. Should the Mortgagee incur any such liability, loss or

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damage under said leases or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

27. The Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Paragraph 26 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to any agent or agents, and shall also include leasing 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 hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Mortgagor and Mortgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby or otherwise.

29. (a) Mortgagor represents and agrees to the best knowledge of Mortgagor that the Premises are in compliance with all "Environmental Laws" (as hereinafter defined); that there are no conditions existing currently, and Mortgagor will not cause or permit any conditions to exist during the term of the Note and this

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Mortgagee, whichever is later, that may require cleanup, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened relating to or arising out of Environmental Laws; that neither the Premises nor Mortgagor is subject to any judgment, decree, order or citation relating to or arising out of any Environmental Laws; and that Mortgagor has obtained all permits or licenses and filed all reports required under any Environmental Laws regarding the Premises. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos, now or at any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to use its best efforts to require its tenants or others operating on the Premises to comply with all applicable Environmental Laws; to provide Mortgagee immediately upon receipt copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws; and to advise Mortgagee in writing as soon as Mortgagor becomes aware of any condition or circumstance which makes any of the representations or statements contained in this Paragraph 29(a) incomplete or inaccurate. In the event Mortgagee determines in its reasonable discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to Mortgagor or Mortgagee, Mortgagor agrees, at its own expense and at the request of Mortgagee, to permit an environmental audit to be conducted by Mortgagee or an independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the reasonable opinion of Mortgagee, there exists any uncorrected violation by Mortgagor of an Environmental Law or any condition which requires or may require any cleanup, removal or other remedial action, and such correction, cleanup, removal or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee to Mortgagor, the same shall, at the option of Mortgagee constitute a default hereunder, without further notice or cure period.

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(b) Mortgagor agrees to indemnify, defend and hold Mortgagee and its current, future, or former officers, directors, employees and agents harmless from and against any and all losses damages, liabilities, obligations, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos at the Premises. Any and all amounts owed by Mortgagor to Mortgagee under this Paragraph 29(b) shall constitute additional indebtedness secured by this Mortgage. Any other provisions of this Mortgage to the contrary notwithstanding, the representations, warranties, covenants, agreements and indemnification obligations contained herein shall survive all indicia of termination of the relationship between Mortgagor and Mortgagee, including without limitation, the repayment of all amounts due under the loan evidenced by the Note, the cancellation of the Note, and the release of this Mortgage.

30. (a) This Mortgage shall be deemed a "Security Agreement," as defined in the Illinois Commercial Code. This Mortgage creates a security interest in favor of Mortgagee in all personal property, fixtures and goods affecting property either referred to or described herein or in anyway connected with the use or enjoyment of the premises owned by Mortgagor. The remedies for any violation of the covenants, terms and conditions herein contained shall be: (i) as prescribed herein; or (ii) as prescribed by general law; or (iii) as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, as prescribed by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the stated intention of the parties hereto that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the Premises, regardless of whether: (i) any such item is physically attached to

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the improvements; (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee; or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of the rights in or to: (1) the proceeds of any fire and/or hazard insurance policy; (2) any award in eminent domain proceedings for a taking or for loss of value; or (3) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) or (3) above that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Commercial Code records.

(b) Notwithstanding the aforesaid, the Mortgagor covenants and agrees that so long as either any balance remains unpaid on the Note or this Mortgage remains in effect, whichever is later, it will execute (or cause to be executed) and deliver to Mortgagee, such renewal certificates, affidavits, extension statements or other documentation in proper form so as to keep perfected the lien created by any Security Agreement and Financing Statement given to Mortgagee by Mortgagor, and to keep and maintain the same in full force and effect until all indebtedness secured hereby has been paid in full.

3) From the date of its recording this Mortgage shall be effective as a fixture financing statement with respect to all goods constituting part of the Premises which are or are to become fixtures related to the Premises. For this purpose, the following information is set forth:

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(a) With respect to the Stonebrook Property, the name and address of Stonebrook Mortgagor, as debtor:

LaSalle National Trust, N.A., as  
Successor Trustee u/t/a  
known as 110462  
135 South LaSalle Street  
Chicago, Illinois 60690

With respect to the Rivers Edge Property, the name and address of Rivers Edge Mortgagor, as debtor:

American National Bank and  
Trust Company of Chicago  
u/t/a known as 102409-1  
33 North LaSalle Street  
Chicago, Illinois 60690

(b) Name and address of Mortgagee, as secured party:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675

32. In the event of the enactment after this date of any law imposing a tax upon the issuance of the Note or deducting from the value of the Premises for the purpose of taxation any lien on the land, or imposing upon the Mortgagee the payment of the whole or any part of the taxes, assessments, charges or liens required in this Mortgage to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the debt secured by this Mortgage or the holder of this Mortgage, then, in any such event, the Mortgagor, upon demand of the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee for such taxes and assessments; provided, however, that if, in the opinion of counsel for the Mortgagee, it might be unlawful to require Mortgagor to make such payments, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (60) days from the giving of such notice.

33. Mortgagor will protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation attorney's fees and expenses, which arise or accrue prior to the Mortgagee acquiring ownership or taking actual possession of the Premises and are imposed upon or incurred by or asserted against Mortgagee by reason of: (a) the ownership of the Premises or any interest therein or receipt of any rents,

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issues, proceeds or profits therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, or curbs, adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, the adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall constitute additional indebtedness which is secured by this Mortgage and shall become immediately due and payable upon demand therefor and shall bear interest at the default interest rate under the Note from the date loss or damage is sustained by Mortgagee until paid. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

34. The Note secured hereby is also secured by the terms, conditions and provisions of the other Loan Documents. The terms, conditions and provisions of each Loan Document shall be considered a part hereof as fully as if set forth herein verbatim. Any Default under this Mortgage or the Note secured hereby shall constitute an event of default (after the expiration of the applicable notice and cure period, if any) under the other Loan Documents, and any default (after the expiration of the applicable notice and cure period, if any) under the other Loan Documents shall likewise constitute a Default hereunder and under the Note secured hereby. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any other security instrument now or hereafter held by Mortgagee shall not prejudice or in any manner affect the right of Mortgagee to enforce any other security instrument; it being understood and agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security instrument now or hereafter held by it in such order and manner as Mortgagee, in its sole discretion, shall determine.

IN WITNESS WHEREOF, this Mortgage is executed by each of LaSALLE NATIONAL TRUST, N.A., and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and each of said LaSALLE NATIONAL TRUST, N.A. and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on either of said Trustees or on said LaSALLE NATIONAL TRUST, N.A. or AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied

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herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as each such Trustee and said LaSALLE NATIONAL TRUST, N.A., and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, by action against any other security given to secure the payment of the Note and by action to enforce the personal liability of any co-makers of the Note and any guarantors of the Note.

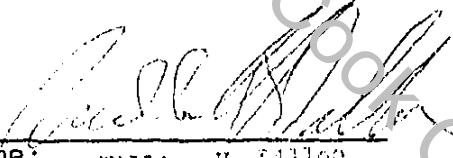
LaSALLE NATIONAL TRUST, N.A.  
as Successor Trustee aforesaid  
under Trust No. 110462 is not personally

By:

  
Name: Corinne Bek  
Title: ASSISTANT VICE PRESIDENT

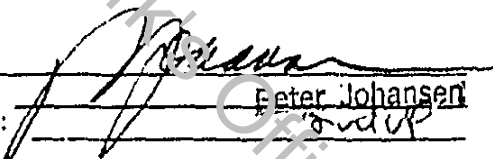
ATTEST:

BY:

  
Name: William H. Dillgo  
Title: ASSISTANT SECRETARY


AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO  
as Trustee aforesaid under  
Trust No. 102409-01

By:

  
Name: Peter Johansen  
Title: Assistant Secretary

ATTEST:

By:

  
Name: Claire Rosati Faley  
Title: ASSISTANT SECRETARY

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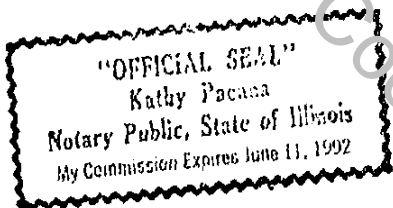
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Kathy Pacana, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek and William H. Dillon of LaSALLE NATIONAL TRUST, N.A., the ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Successor Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of November, 1990



Kathy Pacana  
Notary Public

My commission expires: \_\_\_\_\_

CLERK OF COOK COUNTY Clerk's Office

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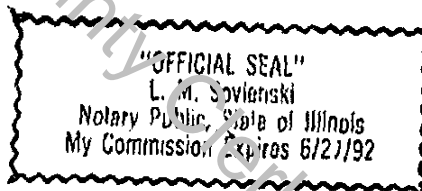
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, L. M. SOVIENSKI a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Peter H. Johansen and Claire Rosati Foley of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the Second Vice President and ASSISTANT SECRETARY Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and ASSISTANT SECRETARY Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of NOV 5 1990.

L. M. Soviencki  
Notary Public

My commission expires: \_\_\_\_\_



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STATE OF ILLINOIS

CLERK OF COURT

CLERK OF COURT

Property of Cook County Clerk's Office

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00010 1000

Rivers Edge

EXHIBIT A

PARCEL 1:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE WEST BY THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) ON THE NORTH BY A LINE 425.80 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET (66 FEET WIDE), THIS LAST LINE BEING ALSO THE SOUTH LINE OF SUB-LOT 6 IN DECKETT'S SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ITS EXTENSION EASTERLY, ON THE EAST BY A LINE 297 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) AND ON THE SOUTH BY THE NORTH LINE OF WEST 33RD STREET (66 FEET WIDE).

EXCEPT THEREFROM THAT PART OF WEST 32ND PLACE WHICH LIES WEST OF THE EAST LINE OF LOT 4 EXTENDED NORTH IN GIVINS AND GILBERT'S SUBDIVISION OF THE EAST 152 FEET OF LOTS 17 AND 18 IN ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 32,

ALSO

EXCEPTING THEREFROM LOTS 1 THROUGH 5 IN THE SUBDIVISION OF THE WEST 145 FEET OF LOTS 17 AND 18 IN ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 (WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER) OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

ALSO

EXCEPTING THEREFROM LOTS 4 THROUGH 9 IN GIVINS AND GILBERT'S SUBDIVISION OF THE EAST 152 FEET OF LOTS 17 AND 18 IN LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH WEST 1/4 (WEST OF THE CHICAGO RIVER) OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

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ALSO

EXCEPTING THEREFROM THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE WEST BY THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) ON THE NORTH BY A LINE 425.80 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET (66 FEET WIDE) THIS LAST LINE BEING ALSO THE SOUTH LINE OF SUB-LOT 8 IN DECREET'S SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ITS EXTENSION EASTERLY, ON THE EAST BY A LINE 221 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) AND ON THE SOUTH BY THE NORTH LINE OF WEST 32ND PLACE (33 FEET WIDE), IN COOK COUNTY, ILLINOIS

## PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST 33RD STREET WHICH POINT IS ALSO THE SOUTH WEST CORNER OF LOT "A" IN THE SOUTH PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 32, SAID LOT "A" BEING COMPOSED OF LAND FORMERLY KNOWN AS LOTS 1 TO 16 INCLUSIVE, TOGETHER WITH VACATED SCHOOL TRUSTEES' SUBDIVISION AND ALLEYS IN THE SUBDIVISION BY ALICE LYNCH ADMINISTRATION OF THE SOUTH PORTION OF THE NORTH 1/2, WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32 AFORESAID; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT "A" 425 FEET 9 5/8 INCHES MORE OR LESS, TO THE SOUTH LINE OF SUB-LOT 8 EXTENDED EASTERLY IN DECREET'S SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 32 WHICH LINE IS ALSO THE SOUTH LINE OF THE PROPERTY CONVEYED BY THE ILLINOIS STEEL COMPANY TO GOLDBLATT BROS., INC., BY DEED RECORDED AS DOCUMENT NO. 13448076; THENCE EASTERLY 210 FEET ALONG THE ABOVE DESCRIBED LINE TO A POINT; THENCE SOUTHERLY ALONG A LINE 210 FEET DISTANT FROM AND PARALLEL TO THE WEST LINE OF SAID LOT "A" TO A POINT IN THE NORTH LINE OF VACATED WEST 33RD STREET (66 FEET WIDE); THENCE WESTERLY ALONG THE NORTH LINE OF VACATED WEST 33RD STREET, EXTENDED WESTERLY, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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## PARCEL 3:

THE NORTH 1/2 OF VACATED WEST 33RD STREET (66 FEET WIDE) BOUNDED ON THE WEST BY THE EAST LINE OF SOUTH JUSTINE STREET (FORMERLY CHARLTON AVENUE) EXTENDED NORTHERLY AND ON THE EAST BY A LINE DRAWN PARALLEL TO AND 210 FEET EASTERLY OF THE WEST LINE OF SAID LOT "A" EXTENDED SOUTHERLY, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR PEDESTRIAN AND VEHICULAR USE AND THE RIGHT AND PRIVILEGE TO USE FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING AND PROVIDING ACCESS TO AND FROM PUBLIC AND PRIVATE RIGHTS-OF-WAY AS CONTAINED IN THE RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT DATED DECEMBER 1, 1986 AND RECORDED JUNE 1, 1987 AS DOCUMENT 87292270 MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1982 AND KNOWN AS TRUST NUMBER 1081955 TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1985 AND KNOWN AS TRUST NUMBER 110442 IN, UPON, UNDER, OVER AND ALONG THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) WHICH IS 425.80 FEET NORTH OF THE NORTH LINE OF THE WEST 33RD STREET (66 FEET WIDE); THENCE EAST ALONG THE SOUTH LINE AND ITS EASTERLY EXTENSION OF LOT 8 OF DECREETS SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 32 (SAID LINE BEING ALSO DESCRIBED AS BEING PARALLEL TO THE NORTH LINE OF WEST 33RD STREET EXTENDED EASTERLY AND 425.80 FEET THEREFROM) FOR A DISTANCE OF 961.64 FEET TO THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY ALONG THE PRESENT WESTERLY WOOD DOCK LINE OF SAID SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF ARCHER AVENUE (80 FEET WIDE); THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF ARCHER AVENUE, A DISTANCE OF 446.06 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG THE SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE, A DISTANCE OF 53.97 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND

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AVENUE (100 FEET WIDE); THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 774.45 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 COMMENCING ON THE DATE THEREOF AND TERMINATING ON FEBRUARY 28, 2039 TO INSTALL, MAINTAIN, OPERATE AND REPAIR A SIGN ON THE EASEMENT PARCEL TO INSTALL, MAINTAIN, OPERATE AND REPAIR GAS MAINS AND FACILITIES APPURTENANT THERETO AS CONTAINED IN THE GRANT OF EASEMENT DATED FEBRUARY 28, 1989 AND RECORDED MAY 19, 1989 AS DOCUMENT 89227729 MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 11, 1952 AND KNOWN AS TRUST NUMBER 1081955 TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1985 AND KNOWN AS TRUST NUMBER 110462 IN, UPON, UNDER, OVER AND ALONG THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION SECTION 29 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) WHICH IS 425.80 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET (66 FEET WIDE); THENCE EAST ALONG THE SOUTH LINE AND ITS EASTERLY EXTENSION OF LOT 8 OF DECREETS SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION SECTION 32 (SAID LINE BEING ALSO DESCRIBED AS BEING PARALLEL TO THE NORTH LINE OF WEST 33RD STREET EXTENDED EASTERLY AND 425.80 FEET THEREFROM) FOR A DISTANCE OF 961.64 FEET TO THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY ALONG THE PRESENT WESTERLY WOOD DOCK LINE OF THE SAID SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF ARCHER AVENUE (80 FEET WIDE); THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF ARCHER AVENUE A DISTANCE OF 446.06 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG THE SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 53.97 FEET TO THE EASTERLY LINE OF SAID ASHLAND AVENUE (100 FEET WIDE); THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 774.45 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 1514 W. 33rd St.  
Chicago, Illinois

Permanent Index Number: 17-32-100-005-0000  
17-32-101-015-0000  
17-32-101-022-0000  
17-32-101-023-0000  
17-32-101-027-0000  
17-32-101-029-0000

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Stonebrook Outlot

EXHIBIT A

PARCEL 1:  
LOT 2 IN DODI SUBDIVISION NO. 1, BEING A SUBDIVISION IN THE EAST 1/2 OF  
THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:  
CROSS EASEMENT AGREEMENT FOR CERTAIN EASEMENTS, RIGHTS, PRIVILEGES AND  
RESTRICTIONS DATED AUGUST 29, 1988 AND RECORDED SEPTEMBER 2, 1988 AS  
DOCUMENT 88401670 OVER THE FOLLOWING DESCRIBED LAND:

LOT 1 OF DODI SUBDIVISION NO. 1, BEING A SUBDIVISION IN THE EAST 1/2 OF  
THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3271-3218 W. 115th St.  
Merrionette Park, Illinois

Permanent Index Number: 24-23-409-009-0000

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Kane County

EXHIBIT B

## PARCEL ONE:

THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID SOUTH EAST 1/4; THENCE NORTH 0 DEGREES, 14 MINUTES, 0 SECONDS EAST 435.6 FEET; THENCE SOUTH 78 DEGREES, 54 MINUTES, 0 SECONDS WEST 363.66 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 9.7 FEET TO THE NORTHERLY LINE OF THE STATE ROUTE 47 FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY 180.9 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 347 FEET; THENCE EAST 165 FEET TO A LINE DRAWN PARALLEL WITH AND 356.6 FEET WEST OF THE EAST LINE OF SAID

SECTION MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 273.7 FEET TO THE POINT OF BEGINNING); AND THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4 379.60 FEET TO THE WESTERLY LINE OF STATE ROUTE NO. 47 FOR THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 70 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 543 FEET TO THE NORTHERLY LINE OF SAID STATE ROUTE NO. 47; THENCE NORTHEASTERLY ALONG SAID NORTHERLY AND WESTERLY LINE OF STATE ROUTE NO. 47, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1769.57 FEET, A DISTANCE OF 895.2 FEET TO THE POINT OF BEGINNING); ALL IN TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS.

## PARCEL TWO:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE SOUTH ON THE WEST LINE OF SAID QUARTER SECTION 1364.88 FEET; THENCE NORTH 82 DEGREES, 0 MINUTES, 0 SECONDS EAST 516.78 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 1303.54 FEET TO THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE 511.87 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS.

## PARCEL THREE:

THE SOUTH 777.97 FEET OF THE WEST 1320.0 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

## PARCEL FOUR:

THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

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## PARCEL FIVE:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND THAT PART OF THE WEST 465.63 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

## PARCEL SIX:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN,

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID NORTH WEST 1/4; THENCE SOUTH 00 DEGREES, 21 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTH WEST 1/4, A DISTANCE OF 759.79 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTH 74 DEGREES, 42 MINUTES, 05 SECONDS WEST ALONG SAID CENTER LINE 237.1 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 1099.66 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID NORTH WEST 1/4; THENCE NORTH 00 DEGREES, 27 MINUTES, 50 SECONDS EAST, ALONG SAID WEST LINE 805.46 FEET TO THE NORTH LINE OF SAID NORTH WEST 1/4; THENCE NORTH 89 DEGREES, 09 MINUTES, 20 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1310.27 FEET TO THE NORTH EAST CORNER OF SAID NORTH WEST 1/4; THENCE SOUTH 00 DEGREES, 21 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTH WEST 1/4, 49.7 FEET; THENCE SOUTH 44 DEGREES, 28 MINUTES, 0 SECONDS WEST 311.96 FEET TO THE CENTER LINE OF U. S. ROUTE 20; THENCE NORTH 45 DEGREES, 05 MINUTES, 37 SECONDS WEST ALONG SAID CENTER LINE 7.20 FEET TO A LINE THAT BEARS NORTH 1 DEGREE, 00 MINUTES, 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE, 00 MINUTES, 0 SECONDS WEST 555.36 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN BY CONDEMNATION PROCEEDINGS CASE 86ED009), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

## PARCEL SEVEN:

THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 17, THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18 AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, (EXCEPT THAT PART TAKEN IN THE CONDEMNATION PROCEEDINGS CASE 66C13794), IN KANE COUNTY, ILLINOIS.

Property Address: Schneider - 152 ac Big Timber & Route 47  
Johnson - 130 ac Rt. 47 & McDonald  
Henpeck - 156 ac Rt. 20 & Brier Hill Rd & Big Timber

Permanent Index Number: 05-31-400-002  
05-32-300-001  
05-32-400-001  
01-12-400-002  
01-13-200-001  
01-13-100-014  
02-17-300-002  
02-18-400-002  
02-20-100-001

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North Broadway

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## EXHIBIT B

### PARCEL 1:

THE NORTH 1/2 OF LOT 19 AND ALL OF LOTS 20 AND 21 IN BLOCK 12 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 1 TO 5 IN HAMMERSTROEMS RESUBDIVISION OF LOTS 16, 17 AND 22 TO 24 INCLUSIVE, AND THE VACATED ALLEY AND EXCEPTING THE DEDICATED ALLEY IN BLOCK 12 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 6125 North Broadway,  
Chicago, Illinois

Permanent Index Number: 14-05-208-013-0000  
14-05-208-014-0000  
14-05-208-039-0000

North  
Broadway

Property of Cook County Clerk's Office

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