

# UNOFFICIAL COPY

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ACCOMMODATION RECORDING  
NO TITLE LIABILITY

1/24/90  
Chicago, Cook County, Illinois

OPEN-END MORTGAGE AND SECURITY AGREEMENT  
(MAXIMUM AMOUNT UNPAID INDEBTEDNESS: \$12,000,000)

THIS MORTGAGE is made this 30<sup>th</sup> day of January, 1990, between the Mortgagor, THE O. K. TRUCKING COMPANY, an Ohio corporation, whose address is 3000 East Crescentville Road, Cincinnati, Ohio 45241 (herein the "Borrower") and the Mortgager, THE FIFTH THIRD BANK, Cincinnati, Ohio, an Ohio banking corporation, whose address is 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (herein "Bank");

\$32.00

WHEREAS, Borrower is indebted to Bank pursuant to the Revolving Note of Borrower dated December 7, 1987 and restated March 10, 1989 in the maximum principal amount of \$5,000,000, a Term Note of Borrower dated December 7, 1987 and restated of even date herewith in the principal amount of \$3,500,000, (herein collectively "Notes", and by the Loan and Security Agreement dated December 7, 1987, to which Bank and Borrower are parties, as the same may be amended from time to time (herein "Credit Agreement");

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TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Notes and Credit Agreement and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereof, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Credit Agreement; (b) such additional loans, notes, indebtedness or other obligations of Borrower as maker or co-maker owed to Bank of every description whether now existing or hereafter arising (including those owed by Borrower to others and acquired by Bank by purchase, assignment or otherwise), and whether issued pursuant to the Credit Agreement or not; (c) any letters of credit now or hereafter issued by Bank on behalf of or at the request of Borrower; and (d) the repayment of any future advances, with interest thereon, made by Lender pursuant to Section 20 hereof (herein "Future Advances") (all of the above constituting the "indebtedness"), the parties agree as follows:

Borrower does hereby mortgage, warrant, grant, bargain, sell, release, assign, transfer and convey to Bank, its successors and assigns forever, the property located in Chicago, Cook County, Illinois, and more particularly described on Exhibit A hereto (the "Real Estate"), and all of Borrower's estate, title and interest of Borrower, in law or equity, of, in and to such Real Estate;

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, licenses, privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, and all right, title and interest of Borrower in and to the land lying in the streets, alleys and roads, in front of and adjoining the pro-

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erty, all of which, including replacement and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage;

TOGETHER with all of the rents, issues and profits of any of the foregoing and all proceeds of the conversion (voluntary or involuntary) of the same into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; all of the foregoing, together with said property and the Real Estate and fixtures thereto (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property;"

TO HAVE AND TO HOLD the Property hereby conveyed, granted and assigned, unto Bank, and its successors and assigns forever, for the uses and purposes herein set forth, provided, nevertheless, that if Borrower shall keep, observe and perform all of the covenants and conditions of this Mortgage and the Credit Agreement on its part to be kept and performed and shall pay, or cause to be paid, to Bank the Notes as to both principal and interest, the last payment of which is due December 1, 1993, and all extensions and renewals thereof, and all of the other Indebtedness, and shall repay any loans and advances hereafter made by Bank under the terms hereof, then this Mortgage shall be void, otherwise to remain in full force and effect.

BORROWER covenants that Borrower is the lawful owner in fee simple of the Property and has the right to mortgage, rent and convey the Property, that the Property is unencumbered except for the encumbrances of record, and that Borrower will warrant and defend the title of the Property against all claims and demands, except for encumbrances of record on the date hereof.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. PAYMENTS OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Notes and Credit Agreement, any extensions or renewals thereof, and the principal and interest on any Future Advances or other sums secured by this Mortgage. Borrower acknowledges that the interest rate on the Notes may vary from time to time as provided in the Notes.

## 2. HAZARD INSURANCE.

(a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Bank may require or as may be required by applicable law (including flood insurance if required by law), and in such amounts and for such periods as Bank may require; provided, however, that Bank shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

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(b) The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Bank, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Bank if required by Bank. If, however, Borrower defaults on any premium payment, Bank may require a fund for insurance as provided for in Section 4.

(c) All insurance policies and renewals thereof shall be in form acceptable to Bank and shall include a standard mortgage clause and a loss payable clause in favor of and in form acceptable to Bank, and shall provide that the policies shall not be cancelled or amended without thirty days prior written notice to Bank.

(d) Bank shall have the right to hold the original policies and renewals thereof, and Borrower shall promptly furnish to Bank all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Borrower. Bank is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

(e) Bank is authorized to apply the net proceeds of any insurance claim after deducting all costs of collection including reasonable attorney's fees, at Bank's option, either to restoration or repair of the building or to the sum secured by this Mortgage, and if, in the sole discretion of Bank, Bank is not satisfied with the adequacy of the collateral for the remaining indebtedness, Bank may without further notice or demand, elect to declare the whole of the remaining indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Section 18 hereof.

(f) If the Property is acquired by Bank in any manner, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Bank to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

### 3. CHARGES; LIENS.

(a) Borrower shall pay or cause to be paid all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and Borrower shall promptly furnish Bank receipts evidencing such payment. If Borrower defaults on any payment of any tax or assess-

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ment which may attain priority over this Mortgage or the payment of ground rents, if applicable, or if Bank deems it necessary in its sole discretion, Bank may require a fund for such taxes and assessments as provided for in Section 4.

(b) Borrower shall promptly discharge any lien or claim which has or may attain priority over this Mortgage; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Bank, in Bank's sole discretion, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof so long as Bank agrees in writing to the contesting of such lien by Borrower, rather than the satisfaction, bonding off, or discharging of same. In the event any such lien or claim is not discharged within 60 days after its recording or inception, Bank may at its option require Borrower to deposit with Bank such amounts or such bonds as are acceptable to Bank in Bank's sole discretion to assure the priority of this Mortgage. Borrower further agrees to pay to Bank any costs it may advance in order to protect the priority of its lien, including, but not limited to, court costs and reasonable attorney's fees.

#### 4. FUNDS FOR TAXES AND INSURANCE.

(a) If Borrower is in default on any premium payment on an insurance policy or if Borrower fails to pay any taxes or assessments when due, or if Bank in its sole discretion deems it necessary, then Borrower shall be required to pay to Bank on the day any installments of interest are payable under the Notes, or on such other date as Bank may specify, until the Notes are paid in full, a sum equal to a percentage, to be specified by Bank of the yearly taxes and assessments (herein "Funds") which may attain priority over the priority of this Mortgage, and grounds rents on the property, if any, plus a percentage to be specified by Bank, of the yearly premium installments for hazard insurance, plus a percentage to be specified by Bank, of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

(b) The Funds shall be held by Bank, and Bank shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank may agree in writing that interest on Funds shall be paid to Borrower, and unless said agreement is made or applicable law requires such interest to be paid, Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to

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the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage.

(c) If the amount of the Funds held by Bank, together with future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on periodic installments of Funds. If the amount of the Funds held by Bank shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Bank to Borrower requesting payment thereof. Nothing in this paragraph shall be deemed to obligate Bank to pay such charges when due if the Funds are insufficient or the Borrower shall fail to supply Bank with the proper invoice when payments are due.

(d) Upon payment in full of all sums secured by this Mortgage, Bank shall upon request of Borrower within 10 days refund to Borrower any Funds held by Bank. If the Property is sold in foreclosure or the Property is otherwise acquired by Bank, Bank shall apply any Funds held by Bank as a credit against the sums secured by this Mortgage.

5. APPLICATION OF PAYMENTS. Unless otherwise agreed by the parties in writing, all payments are to be applied in the following order: interest, escrow, late fees or penalties and then principal. At Bank's option, payments may be applied on any of the outstanding Notes, or concurrently on more than one of the outstanding Notes.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall keep the Property in good repair. Borrower shall not commit waste or permit impairment or deterioration of the Property except ordinary wear and tear which arises in the normal course of business.

## 7. PROTECTION OF BANK'S SECURITY.

(a) If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations or arrangements or proceedings involving a bankruptcy or decedent, Bank at Bank's sole option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as Bank deems necessary to protect Bank's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

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(b) Any amounts disbursed by Bank pursuant to this Section 7, with interest thereon, shall become additional Indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Notes. Nothing contained in this Section 7 shall require Bank to incur any expense or take any action hereunder.

8. INSPECTION. Bank may make or cause to be made reasonable entries upon and inspections of the Property, and Bank shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours.

## 9. CONDEMNATION.

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank. No awards or settlements shall be accepted without Bank's prior consent.

(b) Bank is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including reasonable attorney's fees, at Bank's sole option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Bank, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Bank may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and or by this Mortgage, including those permitted by Section 18 hereof.

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

11. FORBEARANCE BY BANK NOT A WAIVER. Any forbearance by Bank 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 Bank shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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12. REMEDIES CUMULATIVE; AMENDMENTS. All remedies provided in this Mortgage are separate and distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively. No waiver, amendment or modification of this Mortgage shall be valid unless in writing and signed by the parties hereto.

13. SUCCESSORS AND ASSIGNS BOUND; CAPTIONS. The covenants and agreements contained herein shall be construed as covenants running with the land and shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Bank, subject to the provisions of Items 16 and 17 hereof. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. NOTICE. Except for a notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to the recipient or sending such notice by express delivery service at the address set forth at the beginning of this Agreement. Either party may change such address by giving written notice of such change to the other party.

15. GOVERNING LAW; SEVERABILITY. This transaction shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage are declared severable.

16. TRANSFER OF THE PROPERTY AND INTEREST THEREIN.

(a) If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Bank's prior written consent, or if any contract to do any of the same is entered into by Borrower without Bank's prior written consent, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant, it shall be deemed to increase the Bank's risk and Bank may, at Bank's sole option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of this loan and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Bank shall have waived such option to accelerate if, prior to the conveyance, Bank and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Bank (in Bank's sole and absolute discretion) and that the interest payable on the sum incurred by this Mortgage shall be at such rate as Bank shall request. If Bank has waived

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the option to accelerate provided in Item 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Bank, Bank may, in its sole and absolute discretion release Borrower from all obligations under this Mortgage and the Notes, and any such decision to release or not to release Borrower shall be specifically evidenced in said written assumption agreement.

(b) Any change in the legal or beneficial ownership of Borrower which changes the identity of any person or persons having, directly or indirectly more than 10% of either the legal or beneficial ownership of Borrower, other than a transfer pursuant to will of the ownership interest of a deceased owner, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Bank's prior written consent.

17. EVENTS OF DEFAULT. Each of the following shall be an Event of Default under this Mortgage: (i) the occurrence of an Event of Default under the Notes or Credit Agreement; (ii) if any representation or warranty of Borrower in this Mortgage shall be untrue in any material respect when made; (iii) a default in the performance of any covenant or agreement of Borrower in this Mortgage; (iv) the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Bank within a period of 30 days thereafter; (v) the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof; (vi) the filing of any proceeding by or against Borrower in bankruptcy, or an assignment by Borrower for the benefit of its creditors, or the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any court; or (vii) the abandonment by Borrower of all or any part of the Property.

18. REMEDIES. Upon the occurrence of an Event of Default: (a) the Bank at Bank's option may declare all of the sums secured by this Mortgage to be immediately due and payable and may take all steps Bank deems necessary in its sole and absolute discretion to collect such accelerated amount. The Mortgage shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Term Note or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees; and (b) Bank shall have the right without notice and without regard to the adequacy of any security for the indebtedness hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Bank may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom the same being hereby absolutely assigned and transferred to and for the benefit and

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protection of Bank, contingent only upon the occurrence of a default. All rents collected by Bank may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any indebtedness hereby secured in such other proportions as Bank may determine.

19. BORROWER'S RIGHT TO REDEEM. Borrower shall have such rights of redemption as are provided by the laws of the State where the Property is located.

20. FUTURE ADVANCES. The parties hereto intend and agree that this Mortgage shall secure letters of credit and unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Credit Agreement or not, made by Bank after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, which may be outstanding at any time, is Twelve Million Dollars (\$12,000,000.00). Borrower further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances.

## 21. RENTAL OF PROPERTY RESTRICTED.

(a) Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Bank's prior written consent, which may be withheld in Bank's absolute and sole discretion. If, with Bank's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower shall not accept any prepayment of rent for more than one month in advance without Bank's prior written consent. Upon Bank's request from time to time, Borrower shall furnish Bank a statement, in affidavit form, in such reasonable detail as Bank may require, of all of the leases on the Property and, on demand, to furnish Bank executed counterparts of any and all such leases.

(b) If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Bank's prior written consent, it shall be an Event of Default hereof, and Bank shall not be bound by any such lease.

## 22. MORTGAGE AS SECURITY FOR OTHER LIABILITIES.

(a) This Mortgage shall serve as security for every other liability or liabilities of the Borrower to Bank, however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise or in any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Borrower by anyone whomsoever.

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(b) It is the express intent of the parties hereto that this Mortgage and the Notes and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the Recorder for record.

23. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. Borrower hereby grants Bank a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower shall execute all financing statements and other documents requested by Bank to perfect its security interest, and Borrower shall pay the expense of filing such documents and of conducting a search of the records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage shall apply to all items which are subject to this security interest. Upon the occurrence of any Event of Default under this Mortgage, Bank shall have the remedies of a secured party under the Uniform Commercial Code and, at Bank's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Bank may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Bank's remedies under the Uniform Commercial Code or of the remedies in this Mortgage.

24. BORROWER'S COPY. Borrower shall be given one conformed copy of the Notes and of this Mortgage.

25. RELEASE. Upon payment of all sums secured by this Mortgage, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

26. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date aforesaid.

WITNESSES:

THE O. K. TRUCKING COMPANY

By: *William C. McNamee*

Its: *Exec. Vice Pres*

*Mary C. Smith*

*Robert A. Heidner*

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BOOK COUNTY, ILLINOIS  
FOR RECORD

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STATE OF OHIO )  
                  : ss.  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of JULY, 1990 by ARTHUR C. MERRILL the EXECUTIVE PRESIDENT of The O. K. Trucking Company, an Ohio corporation, on behalf of the corporation.

*Paul R. Fleissner*  
Notary Public

My Commission Expires: 4/17/93

This instrument was prepared by:

Jeffrey L. Rohr, Esq.  
Graydon, Head & Ritchey  
1900 Fifth Third Center  
P. O. Box 6464  
Cincinnati, OH 45202

**PAUL R. FLEISSNER**  
Notary Public, State of Ohio  
My Commission Expires April 17, 1993  
Recorded in Hamilton County

JLR123/09

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

PAUL R. FLEISHER  
Notary Public, State of Ohio  
My Commission Expires April 17, 2023  
Resides in Hamilton County

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EXHIBIT A

THE PROPERTY

See Attached Pages

Property of Cook County Clerk's Office

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A parcel of land comprising Lots 6, 7, 44 and 45, and parts of Lots 5, 8, 43 and 46 and part of vacated alley adjoining said Lots in Herrick Stevens' Subdivision of the East half of Block 5; and all of Lots 44 and 45, and parts of Lots 43, 46, 47, 48, 49 and 50, in Willard's Subdivision of the West half of Block 5, together with parts of vacated Winchester Avenue and of vacated W. 32nd Street all in Canal Trustees' Subdivision of the East half of Section 31, Township 39 North, Range 14 East of the 3rd Principal Meridian, which parcel of land is more particularly described as follows.

A strip of land 66 feet in width, the south line thereof being a line 450 feet north of and parallel to the north line of W. 33rd Street, said strip being bounded on the east by S. Wolcott Street and on the west by the 15 foot alley running north and south through Willard's Subdivision of Block 5 aforesaid;

also a strip of land 51 feet in width lying east of and adjoining the east line of the aforesaid alley, and being bounded on the south by the aforesaid 66 foot strip, and on the north by the south line of W. 32nd Street (now vacated),

also so much of W. 32nd Street (now vacated) as lies west of the east line of said 51 foot strip extended north,

and also the North 33 feet of Lots 1 and 2, taken as a tract, in Willard's Subdivision of the West half of Block 5 aforesaid, all in Cook County, Illinois

Permanent Tax Nos. ~~17-31-207-034~~; 17-31-207-033; 17-31-207-035;  
17-31-208-014.

17-31-207-034, 037, 038, 039

17-31-208-012, 013, 014, 017

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

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Property of Cook County Clerk's Office

Lots 26, 27, 28, 29, 30, 31, 32, 33, 34 and a part of Lot 35 in J. P. Willards Subdivision of the West half of Block 5, Lots 17 to 22, inclusive, Lot 34 and part of Lots 16 and 35 of Herrick Stevens Subdivision of the East half of Block 5, Lots 1, 2, 4, 5, 6 in the Resubdivision of part of the East half of Block 5 together with vacated street and alley lying between said lots all in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of the alley in J. P. Willards subdivision of the West half of Block 5 in Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, with the North line of West 33rd Street; thence North along the East line of said alley a distance of 250 feet; thence East along a line parallel to the North line of West 33rd Street, a distance of 459.06 feet to the West line of South Wolcott Street; thence South along the West line of South Wolcott Street 63.87 feet to an angle in said street; thence Southwesterly along the Northwesterly line of said South Wolcott Street, a distance of 284.68 feet to the North line of West 33rd Street; thence West along the North line of West 33rd Street, a distance of 244.20 feet to the place of beginning in Cook County, Illinois.

Permanent Tax Nos. 17-31-207-030; 17-31-208-010; 17-31-208-011.

17-31-207-030

17-31-208-010

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

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A strip of land 66.00 feet in width lying in the following described tract of land: Lots 5, 6, 7, 8, 43, 44, 45 and 46, together with that part of the 15 foot North and South alley, vacated per document 11127072, West of and adjoining the West line of the aforesaid Lots 43 to 46 and East of and adjoining the East line of the aforesaid Lots 5 to 8, all in Herrick Stevens' Subdivision of the East half of Block 5 in Canal Trustees' Subdivision of the East half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, also Lots 43, 44, 45 and 46 in Willards Subdivision of the West half of the aforesaid Block 5, together with that part of South Winchester Avenue, vacated per document 11127072 East of and adjoining the East line of the aforesaid Lots 43 to 46 in Willard's Subdivision and West of and adjoining the West line of the aforesaid Lots 5 to 8 in Herrick Stevens' Subdivision; the South line of the aforesaid strip of land being a line drawn 450.00 feet North of and parallel with the North line of West 33rd Street, said North line of West 33rd Street being also the South line of Lots 25 and 26 in the aforesaid Herrick Stevens' Subdivision and the South line of Lot 26 in the aforesaid Willard's Subdivision; the East limit of the aforesaid strip of land being the East line of the aforesaid Lots 43 to 46 in Herrick Stevens' Subdivision, and the West limit thereof being the West line of the aforesaid Lots 43 to 46 in Willard's Subdivision (excepting from the aforesaid strip of land the North half of the East 250.00 feet thereof);

ALSO

PARCEL 2:

Non-exclusive easement for the benefit of Parcels 1 and other property as created by Grant of Mutual Easement between the O. K. Trucking Company, an Ohio Corporation, and Charles J. Hoffman, Jr., Stanley C. Whiteak and A. Warren Francis, as Trustees under Trust Agreement dated November 20, 1932 and known as Chicago Kansas City Freight Lines, Inc., Employees' Profit Sharing Trust dated January 25, 1972 and recorded March 14, 1972 as document 21835729 for a private road for ingress and egress over and upon the following described property: The North half of the East 250.00 feet of a strip of land 66.00 feet in width lying in the following described tract of land: Lots 5 to 8 both inclusive, Lots 43 to 46 both inclusive and the 15 foot North and South alley, vacated per document 11127072 West of and adjoining the West line of the aforesaid Lots 43 to 46 all in Herrick Stevens' Subdivision of the East half of Block 5 in Canal Trustees' Subdivision of the East half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, the South line of the aforesaid strip of land being a line drawn 450.00 feet North of and parallel with the South line of Lots 25 and 26 in the aforesaid Herrick Stevens' Subdivision, said South line of Lots 25 and 26 being also the North line of West 33rd Street, the East limit of the aforesaid strip of land being the East line of the aforesaid Lots 43 to 46, all in Cook County, Illinois.

Permanent Tax Nos. 17-31-207-033; 17-31-207-035; 17-31-208-014.

17-31-207-039  
17-31-208-016, 017

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

50180248



# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Lots 14 to 21 both inclusive and lots 23 to 25 both inclusive in Willard's Sub-division of the West half of Block 5 in Canal Trustees Subdivision in the East half of Section 31, Township 29 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

TAX Parcel # 17-31-207-C34

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

90180248

# UNOFFICIAL COPY

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Lot 20 in Willard's Subdivision of the West half of Block 5 in Canal Trustees Subdivision in the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax parcel # 17-31-207-036

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

Property of Cook County Clerk's Office

90180248

# UNOFFICIAL COPY

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The East 250 feet of a parcel of land comprising all of Lots 36 to 42 inclusive, together with parts of Lots 35 and 43, all in J. P. Willard's Subdivision of the West half of Block 5, also all of Lots 7 to 15 inclusive, all of the Lots 36 to 42 inclusive, together with part of Lots 8, 16, 35 and 43 all in Herrick Stevens Subdivision of the East half of said Block 5, also that part of the vacated street and vacated alley lying between said lots and parts thereof, all in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, which parcel of land is more particularly described as follows:

Beginning at the point of intersection of the East line of the alley in said J. P. Willard's Subdivision with a line 250 feet North of and parallel to the North line of West 33rd Street and running thence North along said East line of Alley, a distance of 200 feet to its intersection with a line 450 feet North of and parallel to said North line of West 33rd Street; thence East along the last above mentioned parallel line, a distance of 459.06 feet to the West Line of South Wolcott Street; thence South along said West Line of South Wolcott Street, a distance of 200 feet to its intersection with the last mentioned parallel line in this description; and thence West along the parallel line, a distance of 459.06 feet to the place of beginning.

Tax Parcel # 17-31-208-CC9

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

50180248

# UNOFFICIAL COPY

9 0 1 0 2 1 9

Lots 1 to 13 inclusive, taken as a tract excepting from said tract the North 33 feet thereof in J. P. Willard's Subdivision of the West half of Block 5 in Canal Trustees Subdivision of the East Half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian; and

A parcel of land comprising all of Lots 36 to 42 inclusive, together with parts of Lots 35 and 43, all in J. P. Willard's Subdivision of the West Half of Block 5, also all of Lots 9 to 15 inclusive, all of Lots 36 to 42 inclusive, together with part of Lots 8, 16, 35 and 43 all in Herrick Stevens Subdivision of the East Half of said Block 5, also that part of the vacated street and vacated alley lying between said lots and parts thereof, all in Canal Trustees Subdivision of the East Half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, which parcel of land is more particularly described as follows:

Beginning at the Point of Intersection of the East Line of the alley in said J. P. Willard's Subdivision with a Line 250 feet North of and parallel to the North Line of West 33rd Street and running thence North along said East line of alley, a distance of 200 feet to its intersection with a line 450 feet North of and parallel to said North Line of West 33rd Street; thence East along the last above mentioned parallel line, a distance of 459.06 feet to the West line of South Wolcott Street; thence South along said West line of South Wolcott Street, a distance of 200 feet to its intersection with the last mentioned parallel line in this description; and thence West along the parallel line, a distance of 459.06 feet to the place of beginning; except the East 250 feet thereof;

Tax Parcel # 17-31-207-009, 137

Address: 1940 W. 33rd Street  
Chicago, Illinois 60608

S0180248

# UNOFFICIAL COPY

Address: 1940 W. 33rd Street, Chicago Illinois 60608

Tract # 17-31-007-009

90180248

Lots 1 to 13 inclusive taken as a tract excepting from said tract the North 33 feet thereof in J. P. Willard's Subdivision of the West half of Block 5 in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also

Parcel 2:

A parcel of land comprising all of Lots 36 to 42 inclusive together with parts of Lots 35 and 43 all in J. P. Willard's Subdivision of the West half of Block 5, also all of Lots 9 to 15 inclusive all of the West half of Block 5, also all of Lots 8, 16, 35 and 43 all in Herrick Stevens Subdivision of the East half of Block 5 also that part of the vacated Street and vacated alley lying between said Lots and parts thereof all in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, which parcel of land is more particularly described as follows:

Beginning at the point of intersection of the East line of the alley in said J. P. Willard's Subdivision with a line 250 feet North of and parallel to the North line of West 33rd Street and running thence North along East line of alley, a distance of 200 feet to its intersection with a line 450 feet North of and parallel to said North line of West 33rd Street, thence East along the last above mentioned parallel line a distance of 459.06 feet to the West line of South Wolcott Street, thence South along said West line of South Wolcott Street, a distance of 200 feet to its intersection with the last mentioned parallel line in this description and thence West along the parallel line a distance of 459.06 feet to the point of beginning in Cook County, Illinois.

Also

Parcel 3:

Easement for the benefit of parcel 2 aforesaid as granted by an instrument dated December 16, 1948 and recorded December 28, 1948 as document Number 14468202 over, upon and under the real estate below for use for and as a part of a private Street or alley including the right of passage in person or by vehicles the real property described as follows:

A parcel of land comprising Lots 6, 7, 44 and 45 and parts of Lots 5, 8, 43 and 46, and part of vacated alley adjoining said Lots, in Herrick Stevens' Subdivision of the East half of Block 5 and all of Lots 44 and 45, and parts of Lots 43, 46, 47, 48, 49 and 50 in Willard's Subdivision of the West half of Block 5, together with parts of vacated Winchester Avenue and of vacated West 32nd Street, all in Canal Trustees' Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, which parcel of land is more particularly described as follows:

A strip of land 66 feet in width, the South line thereof being a line 450 feet North of and parallel to the North line of West 33rd Street, said strip being bounded on the East by South Wolcott Street and on the West by the 15 foot alley running North and South through Willard's Subdivision of Block 5 aforesaid, also a strip of land 51 feet in width lying East of and adjoining the East line of the aforesaid alley and being bounded on the South by the aforesaid 86 foot strip and on the North by the South line of West 32nd Street (now vacated) also so much of West 32nd Street (now vacated) as lies West of the East line of said 51 foot strip extended North also the North 33 feet of Lots 1 and 2 taken as a tract in Willard's Subdivision of the West half of Block 5 aforesaid in Cook County, Illinois.



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**BOX 333**

*Return to*  
Chicago Title Insurance Company  
36 East Fourth Street Suite 700  
Cincinnati, Ohio 45202  
(513) 721-7084

*ATTN: Dottie Fleckinger*