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JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made as of January 16, 1990, is made and executed by Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 14, 1982 and known as Trust No. 1081965, having its office at 111 West Washington Street, Chicago, Illinois 60602 ("Mortgagor"), in favor of Philadelphia National Bank, a national banking association, having an office at P.O. Box 13867, Philadelphia, Pennsylvania 19101-3867 ("Lender").

RECITALS

I. Lender has agreed, subject to certain terms and conditions, to make a loan in an amount not to exceed \$4,000,000.00 (the "Loan") to Carretta Trucking, Inc., a _____ corporation ("Borrower"), which loan is secured by a guaranty by Joseph Carretta ("Beneficiary"), Beneficiary being the sole beneficiary of Mortgagor. The Loan is evidenced by that certain Promissory Note of even date herewith executed by Borrower in favor of Lender in the principal sum of \$4,000,000.00 (the "Note"). A copy of the Note is attached hereto as Exhibit A. The guaranty is evidenced by that certain Guaranty dated _____, 1990 executed by Beneficiary in favor of Lender (the "Guaranty"). A copy of the Guaranty is attached hereto as Exhibit B. The terms and provisions of the Note and the Guaranty are hereby incorporated, by reference, in this Mortgage.

II. The lien of this Mortgage is and shall be junior and subordinate to the lien of that certain mortgage made by Mortgagor in favor of Mellon Bank East N.A., dated as of March 9, 1987 and recorded on March 30, 1987 with the Cook County Recorder of Deeds as of Document No. 87166477, and all documents and instruments evidencing or securing the indebtedness secured thereby (said mortgage and all such documents and instruments being hereinafter referred to as the "Senior Mortgage").

GRANTING CLAUSES

To secure the payment and performance by Beneficiary of all its obligations under the Guaranty and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage and the Note and any and all renewals, extensions, amendments and replacements of this Mortgage, the Guaranty the Note, and any such other documents and instruments (the Guaranty, the Note and this Mortgage and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness and liabilities secured hereby being hereinafter

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sometimes referred to as "**Borrower's Liabilities**" which indebtedness and liabilities being secured hereby shall, in no event, exceed five times the aggregate face amount of the Note), Mortgagor does hereby convey, mortgage, assign, transfer, pledge and deliver to Lender the following described property subject to the terms and conditions herein:

(A) The land located in Cook County, Illinois, legally described in attached **Exhibit C ("Land")**;

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land; and, to the extent not owned by tenants of the Mortgaged Property, all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures, improvements or fixtures now or hereafter located or to be located on the Land, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing ("**Improvements**");

(C) All building materials and goods which are procured or to be procured for use on or in connection with the Improvements or the construction of additional Improvements, whether or not such materials and goods have been delivered to the Land ("**Materials**");

(D) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses of the Land or the Improvements, contracts for services to be rendered to Mortgagor in connection with the Improvements and all other property, contracts, reports, proposals and other materials now or hereafter existing in any way relating to the Land or the Improvements or the construction of additional Improvements;

(E) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(F) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land,

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Improvements, Appurtenances or Materials or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances, Materials or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances, Materials or any part thereof; and, except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby;

(iii) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Land, Improvements, Appurtenances or Materials; and

(iv) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or Materials;

(G) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(H) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements, Appurtenances or Materials, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(I) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(J) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in the Granting Clauses, together with all real and personal, tangible and intangible property pledged in, or to which a security interest attaches pursuant to, any of the Loan Instruments is sometimes

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referred to collectively as the "Mortgaged Property." The Rents and Leases are pledged on a parity with the Land and Improvements and not secondarily.

ARTICLE ONE

COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Lender as follows:

1.01 Performance under Guaranty, Mortgage and Other Instruments. Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof and of the Guaranty and every other Loan Instrument.

1.02 General Covenants and Representations. Mortgagor covenants, warrants and represents that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except the Senior Mortgage and such other exceptions as are specifically permitted in writing by Lender, if any (the "Permitted Encumbrances"); (b) Mortgagor has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property as provided herein, the transaction contemplated hereby has been duly authorized by all necessary action, and the execution of this Mortgage by the signatories hereto has been so duly authorized; (c) upon the occurrence of an Event of Default, Lender may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (d) Mortgagor will maintain and preserve the lien of this Mortgage as a second lien on the Mortgaged Property subject only to the Permitted Encumbrances (including the Senior Mortgage) until Borrower's Liabilities have been paid in full.

1.03 Compliance with Laws and Other Restrictions. Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply with, and will during the full term of this Mortgage continue to comply with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

1.04 Taxes and Other Charges.

1.04.1 Taxes and Assessments. Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens

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taxes and assessments not yet due) to be created upon or against the Mortgaged Property.

1.06 Insurance and Condemnation.

1.06.1 **Hazard Insurance.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Lender, until Borrower's Liabilities are paid in full, policies of hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (other than the Land) insuring on a replacement cost basis the Mortgaged Property against loss or damage on an "All Risks" form, such insurable hazards, casualties and contingencies as Lender may require, including without limitation fire, windstorm, rainstorm, vandalism, earthquake and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available, flood. Mortgagor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to Lender. All such policies shall provide that they shall not be modified, cancelled or terminated without at least thirty (30) days' prior written notice to Lender from the insurer.

1.06.2 **Other Insurance.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of, Lender, until Borrower's Liabilities are paid in full, (i) a general liability insurance policy in an amount determined by Lender, (ii) a loss of rentals and/or business interruption insurance policy (in an amount equal to not less than one year's gross rent or gross income for a fully leased or fully operational building) and (iii) such other insurance policies relating to the Mortgaged Property and the use and operation thereof, including dramshop and worker's compensation insurance, in such amounts as may be reasonably required by Lender and with such companies and in such form as may be acceptable to Lender. Lender may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as the loss payee thereunder.

1.06.3 **Adjustment of Loss.** Subject to the rights of the holder of the Senior Mortgage, Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering or relating to the Mortgaged Property and to collect and receive the proceeds from any such policy or policies (and deposit such proceeds as provided in Paragraph 1.06.5). Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. In the event that the holder of the Senior Mortgage does not require that such proceeds be made payable to such holder, each insurance company is hereby authorized and directed to make payment of all such losses directly to Lender alone and after deducting

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from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including without limitation attorneys' and adjusters' fees and charges, Lender shall apply the net proceeds as provided in Paragraph 1.06.5. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.06.4 Condemnation Awards. Subject to the rights of the holder of the Senior Mortgage, Lender shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Subject to the rights of the holder of the Senior Mortgage, Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. If such compensation, awards, damages, claims, rights of action and proceeds are not paid to the holder of the Senior Mortgage, Lender after deducting from such compensation, awards, damages, claims, rights of action and proceeds all its expenses, including attorneys' fees, may apply such net proceeds (except as otherwise provided in Paragraph 1.06.5 of this Mortgage) to payment of Borrower's Liabilities in such order and manner as Lender may elect. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Lender may require.

1.06.5 Repair; Proceeds of Casualty Insurance and Eminent Domain. If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Paragraph 1.06.4, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the proceeds, award or other compensation are sufficient to pay the cost of such restoration or repair. In the event that such proceeds, award or other compensation are not paid to the holder of the Senior Mortgage, at Lender's election, to be exercised by written notice to Mortgagor within thirty (30) days following Lender's unrestricted receipt in cash or the equivalent thereof of said proceeds, award or other compensation, the entire amount of said proceeds, award or compensation shall either (i) be applied to Borrower's Liabilities in such order and manner as Lender may elect or (ii) be made available to Mortgagor on such terms and conditions as Lender may impose, including without limitation the terms and conditions set forth in this

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Paragraph 1.06.5, for the purpose of financing the cost of restoration or repair with any excess to be applied to Borrower's Liabilities.

1.06.6 Proceeds of Business Interruption and Rental Insurance. The net proceeds of business interruption and rental insurance shall be paid to Lender for application first to Borrower's Liabilities in such order and manner as Lender may elect and then to the creation of reserves for future payments of Borrower's Liabilities in such amounts as Lender deems necessary.

1.06.7 Renewal of Policies. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under this Paragraph 1.06.7, a renewal thereof satisfactory to Lender shall be delivered to Lender or substitution therefor, together with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

1.06.8 Insurance Escrow. Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Paragraph 1.06, but not in lieu of such obligations, deposit with Lender on the first day of each calendar month throughout the term of the loan, a sum in an amount determined by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all premiums payable in connection with the insurance required hereunder at least thirty (30) days prior to the date or dates on which they shall become due. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such premiums thirty (30) days prior to the date they shall become due.

1.07 Non-Impairment of Lender's Rights. Nothing contained in this Mortgage shall be deemed to limit or otherwise affect any right or remedy of Lender under any provision of this Mortgage or of any statute or rule of law to pay and, upon Mortgagor's failure to pay the same, Lender may pay any amount required to be paid by Mortgagor under Paragraphs 1.04, 1.05 and 1.06. Mortgagor shall pay to Lender on demand the amount so paid by Lender together with interest at a rate per annum equal to five percent (5%) above the rate otherwise chargeable (the "**Default Rate**"), and the amount so paid by Lender shall be added to Borrower's Liabilities.

1.08 Care of the Mortgaged Property. Mortgagor shall preserve and maintain the Mortgaged Property in good and first class condition and repair. Mortgagor shall not, without the prior written consent of Lender, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof. No new improvements shall be constructed on the

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Mortgaged Property and no part of the Mortgaged Property shall be removed, demolished or altered in any material manner without the prior written consent of Lender.

1.09 Transfer or Encumbrance of the Mortgaged Property. Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any interest therein, any interest in the beneficial interest in Mortgagor or in any other trust holding title to the Mortgaged Property or any interest in a corporation, partnership or other entity which owns all or part of the Mortgaged Property or such beneficial interest, whether by operation of law or otherwise, without the prior written consent of Lender having been obtained (i) to the sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer and (ii) to the form and substance of any instrument evidencing or contracting for any such sale, assignment, conveyance, mortgage, lease, option, encumbrance or other transfer.

1.10 Further Assurances. At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under, the Note, this Mortgage, any other Loan Instrument and any instrument evidencing or securing Borrower's Liabilities, and the lien of this Mortgage as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Lender may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to do so.

1.11 Security Agreement and Financing Statements.

(a) Mortgagor (as debtor) hereby grants to Lender (as creditor and secured party) a security interest under the Uniform Commercial Code in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property, which security interest shall be subject and subordinate to any security interest

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in favor of the holder of the Senior Mortgage. Mortgagor shall execute any and all documents, including without limitation financing statements pursuant to the Uniform Commercial Code, as Lender may request to preserve, maintain and perfect the priority of the second lien and security interest created hereby on property which may be deemed personal property or fixtures, and shall pay to Lender on demand any expenses incurred by Lender in connection with the preparation, execution and filing of any such documents. Mortgagor hereby authorizes and empowers Lender and irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor to execute and file, on Mortgagor's behalf, all financing statements and refilings and continuations thereof as Lender deems necessary or advisable to create, preserve and protect such lien. When and if Mortgagor and Lender shall respectively become the debtor and secured party in any Uniform Commercial Code financing statement affecting the Mortgaged Property (or Lender takes possession of personal property delivered by Mortgagor where possession is the means of perfection of the security interest), then, at Lender's sole election, this Mortgage shall be deemed a security agreement as defined in such Uniform Commercial Code, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to such part of the security which is also reflected in such financing statement, by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code.

(b) Without limitation of the foregoing, if an Event of Default occurs, Lender shall be entitled immediately to exercise all remedies available to it under the Uniform Commercial Code and this Paragraph 1.11. Mortgagor shall, in such event and if Lender so requests, assemble the tangible personal property at Mortgagor's expense, at a convenient place designated by Lender. Mortgagor shall pay all expenses incurred by Lender in the collection of such indebtedness, including reasonable attorneys' fees and legal expenses, and in the repair of any real estate or other property to which any of the tangible personal property may be affixed. If any notification of intended disposition of any of the personal property is required by law, such notification shall be deemed reasonable and proper if given at least ten (10) days before such disposition. Any proceeds of the disposition of any of the personal property may be applied by Lender to the payment of the reasonable expenses of retaking, holding, preparing for sale and selling the personal property, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of Borrower's Liabilities, and in such order of application, as Lender may from time to time elect. If an Event of Default occurs, Lender shall have the right to exercise and shall automatically succeed to all rights of Mortgagor with respect to intangible personal property subject to the security interest granted herein. Any party to any contract subject to the security interest granted herein shall be entitled to rely on the rights of Lender without the necessity of any further notice or

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action by Mortgagor. Lender shall not by reason of this Mortgage or the exercise of any right granted hereby be obligated to perform any obligation of Mortgagor with respect to any portion of the personal property nor shall Lender be responsible for any act committed by the Mortgagor, or any breach or failure to perform by the Mortgagor with respect to any portion of the personal property.

(c) Mortgagor and Lender agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property 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, legal or equitable, shall be regarded as part of the real estate encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the Land or 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 Lender, 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 (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) 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 Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender as determined by this instrument or adversely affecting the priority of Lender's lien granted hereby or by any other recorded document. Any such mention in any such financing statement is declared to be for the protection of Lender in the event any court or judge shall at any time hold with respect to clauses (1), (2) or (3) above, that notice of Lender'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 Uniform Commercial Code records.

1.12 Assignment of Rents.

(a) The assignment of rents, income and other benefits contained in Paragraph (G) of this Mortgage shall be subject and subordinate to any assignment of rents in favor of the holder of the Senior Mortgage and shall be fully operative without any further action on the part of either party, and, specifically, Lender shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Mortgaged Property, whether or not Lender takes possession of such property. Mortgagor hereby further grants to Lender the right effective upon the occurrence of an Event of Default to do

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any or all of the following, at Lender's option: (i) enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, income and other benefits; (ii) dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Lender; (iii) lease the Mortgaged Property or any part thereof; (iv) repair, restore and improve the Mortgaged Property; and (v) apply the rents, income and other benefits, after payment of certain expenses and capital expenditures relating to the Mortgaged Property, on account of Borrower's Liabilities in such order and manner as Lender may elect. Such assignment and grant shall continue in effect until Borrower's Liabilities are paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Lender pursuant to such grant, whether or not foreclosure proceedings have been instituted. Neither the exercise of any rights under this paragraph by Lender nor the application of any such rents, income or other benefits to payment of Borrower's Liabilities shall cure or waive any Event of Default or notice provided for hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Mortgagor shall have the right and authority to continue to collect the rents, income and other benefits from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof. The existence or exercise of such right of Mortgagor to collect said rents, income and other benefits shall not operate to subordinate this assignment to any subsequent assignment of said rents, income or other benefits, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Lender hereunder.

(b) Mortgagor shall not permit any rent under any lease of the Mortgaged Property to be collected more than thirty (30) days in advance of the due date thereof. Mortgagor shall act promptly to enforce all available remedies against any delinquent lessee so as to protect the interest of the lessor under the leases and to preserve the value of the Mortgaged Property.

1.13 After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage, including without limitation the security interest created under Paragraph 1.11, shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

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1.14 **Leases Affecting Mortgaged Property.** Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. The assignment contained in Paragraph (H) of the Granting Clauses shall not be deemed to impose upon Lender any of the obligations or duties of the landlord or Mortgagor provided in any lease, including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage.

1.15 **Management of Mortgaged Property.** Mortgagor shall cause the Mortgaged Property to be managed at all times in accordance with sound business practice.

1.16 **Execution of Leases.** Mortgagor shall not permit any leases to be made of the Mortgaged Property or existing leases to be modified, terminated, extended or renewed without the prior written consent of Lender.

1.17 **Expenses.** Mortgagor shall pay when due and payable, and otherwise on demand made by Lender, all loan fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, attorneys' fees, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Lender. If Mortgagor fails to pay said costs and expenses as above provided, Lender may elect, but shall not be obligated, to pay the costs and expenses described in this Paragraph 1.17, and if Lender does so elect, then Mortgagor will, upon demand by Lender, reimburse Lender for all such expenses which have been or shall be paid or incurred by it. The amounts paid by Lender in respect of such expenses, together with interest thereon at the Default Rate from the date paid by Lender until paid by Mortgagor, shall be added to Borrower's Liabilities, shall be immediately due and payable and shall be secured by the lien of this Mortgage and the other Loan Instruments.

1.18 **Lender's Performance of Mortgagor's Obligations.** If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Guaranty or any other Loan Instrument, Lender may, but shall not be obligated to, pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Lender in connection therewith shall be due and payable immediately. The amounts so incurred or paid by Lender, together with interest thereon at the Default Rate from the date paid by Lender until reimbursed by Mortgagor, shall be added to Borrower's Liabilities and secured by the lien of this Mortgage and the other Loan Instruments.

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1.19 **Payment of Superior Liens.** To the extent that Lender, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Lender shall have and be entitled to a lien on the premises equal in parity with that discharged, and Lender shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender to secure the Note and all obligations and liabilities secured hereby. Lender shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Note or other indebtedness secured hereby.

1.20 **Books and Records.** Mortgagor shall cause Beneficiary to keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Mortgaged Property.

1.21 **Estoppel.** Mortgagor, within ten (10) days after written request from Lender, shall furnish a written statement executed by Mortgagor setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses are claimed to exist against the payment of such principal and interest or other sums and, if any such offsets or defenses are claimed, the specific basis and amount of each such claim.

1.22 **Use of the Mortgaged Property.** Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used in any unlawful manner or for any unlawful purpose.

1.23 **Litigation Involving Mortgaged Property.** Mortgagor shall promptly notify Lender of any litigation, administrative procedure or proposed legislative action initiated against Mortgagor, or the Mortgaged Property or in which the Mortgaged Property is directly or indirectly affected.

1.24 **Environmental Conditions.**

(a) Mortgagor covenants, represents and warrants that there are no, nor will there, for so long as any of Borrower's Liabilities remain outstanding, be, any Hazardous Materials (as hereinafter defined) generated, released, stored, buried or deposited over, beneath, in or upon the Mortgaged Property. For purposes of this Mortgage, "**Hazardous Materials**" shall mean and include any pollutants, flammables, explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or

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included in the definition of toxic or hazardous substances, wastes, or materials under any federal, state or local laws, ordinances, regulations or guidances which regulate, govern, prohibit or pertain to the generation, manufacture, use, transportation, disposal, release, storage, treatment of, or response or exposure to, toxic or hazardous substances, wastes or materials. Such laws, ordinances and regulations are hereinafter collectively referred to as the "**Hazardous Materials Laws.**"

(b) Mortgagor shall, and Mortgagor shall cause all employees, agents, contractors and subcontractors of Mortgagor and any other persons from time to time present on or occupying the Mortgaged Property to, keep and maintain the Mortgaged Property in compliance with, and not cause or knowingly permit the Mortgaged Property to be in violation of, any applicable Hazardous Materials Laws. Neither Mortgagor nor any employees, agents, contractors or subcontractors of Mortgagor or any other persons occupying or present on the Mortgaged Property shall use, generate, manufacture, store or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Materials, except as such Hazardous Materials may be required to be used, stored or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor.

(c) Mortgagor shall immediately advise Lender in writing of: (i) any notices received by Mortgagor (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation occurring on or about the Mortgaged Property of any applicable Hazardous Materials Laws; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials Laws; (iii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (iv) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any Hazardous Materials Claims. Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and Mortgagor shall pay to Lender, upon demand, all reasonable attorneys' and consultants' fees incurred by Lender in connection therewith.

(d) Mortgagor shall be solely responsible for, and shall indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly

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arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the Loan or otherwise and regardless of by whom caused, whether by Mortgagor or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor or subcontractor of Mortgagor or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials on, under or about the Mortgaged Property; including, without limitation: (i) claims of third parties (including governmental agencies) for damages, penalties, losses, costs, fees, expenses, damages, injunctive or other relief; (ii) response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; and (iii) any and all expenses or obligations, including reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, deposition costs, copying and telephone charges and other expenses.

(e) Mortgagor hereby represents, warrants and certifies that: (i) the execution and delivery of the Loan Instruments is not a "transfer of real property" under and as defined in the Illinois Responsible Property Transfer Act (Ill. Rev. Stat. Ann. Ch. 30 § 903) ("RPTA"); (ii) there are no underground storage tanks located on, under or about the Mortgaged Property which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as now or hereafter amended (42 U.S.C. § 6991); and (iii) there is no facility located on or at the Mortgaged Property which is subject to the reporting requirements of Section 312 of the federal Emergency Planning and Community Right to Know Act of 1986 and the federal regulations promulgated thereunder (42 U.S.C. § 11022), as "facility" is defined in RPTA.

(f) Any loss, damage, cost, expense or liability incurred by Lender as a result of a breach or misrepresentation by Mortgagor or for which Mortgagor is responsible or for which Mortgagor has indemnified Lender shall be paid to Lender on demand, and, failing prompt reimbursement, such amounts shall, together with interest thereon at the Default Rate from the date incurred by Lender until paid by Mortgagor, be added to Borrower's Liabilities, be immediately due and payable and be secured by the lien of this Mortgage and the other Loan Instruments.

(g) Lender may, in its sole discretion, require Mortgagor from time to time to perform or cause to be performed, such studies or assessments of the Mortgaged Property, as Lender may deem necessary or appropriate or desirable, to determine the status of environmental conditions on and about the Mortgaged Property, which such studies and assessments shall be for the

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benefit of, and be prepared in accordance with the specifications established by, Lender.

(h) Mortgagor hereby grants to Lender, its agents, employees and contractors, access to the Mortgaged Property, from time to time upon prior written notice, for the purpose of either (i) taking such action as Lender shall determine to be appropriate to respond to a release, threatened release, or the presence of Hazardous Materials, or any related condition, on or about the Mortgaged Property; or (ii) conducting such studies or assessments of the Mortgaged Property, as Lender may deem necessary or appropriate or desirable.

1.25 **Senior Mortgage.** Mortgagor shall not suffer or permit a default to occur under the Senior Mortgage. Mortgagor shall deliver promptly to Lender copies of all notices of default given by the holder of the Senior Mortgage to Mortgagor. Mortgagor shall not amend or modify the terms of the Senior Mortgage without the prior written consent of Lender.

ARTICLE TWO

DEFAULTS

2.01 **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The failure by Guarantor to pay or perform any of its obligations under the Guaranty.

(b) The failure by Mortgagor to keep, perform or observe any covenant, condition or agreement on the part of Mortgagor in this Mortgage.

(c) The occurrence of a default under any of the Loan Instruments not cured within the applicable cure period, if any.

(d) The occurrence of a default under the Senior Mortgage not cured within the applicable cure period, if any.

ARTICLE THREE

REMEDIES

3.01 **Acceleration of Maturity.** If an Event of Default shall have occurred, Lender may declare Borrower's Liabilities to be immediately due and payable, and upon such declaration such principal and interest and other Borrower's Liabilities declared

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due shall immediately become and be due and payable without further demand or notice.

3.02 Lender's Power of Enforcement. If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Borrower's Liabilities shall have been accelerated, and without prejudice to the right of Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of the Guaranty and/or any other of Borrower's Liabilities or the performance of any term hereof or any of the other Loan Instruments; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and (c) to pursue any other remedy available to it. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Lender may determine.

3.03 Lender's Right to Enter and Take Possession, Operate and Apply Income. If an Event of Default shall have occurred, Mortgagor, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property.

3.04 Leases. Lender is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Mortgaged Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage.

3.05 Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.06 Application of Foreclosure Sale Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Lender shall be applied by Lender to the indebtedness secured hereby in such order and manner as Lender may elect.

3.07 Application of Indebtedness Toward Purchase Price. Upon any foreclosure sale, Lender may apply any or all of the indebtedness and other sums due to Lender under the Guaranty, this Mortgage or any other Loan Instrument or any other Borrower's Liabilities, or any decree in lieu thereof, toward the purchase price.

3.08 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor hereby waives any and all rights of redemption. Mortgagor further agrees, to the full extent

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permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "**Act**") or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act.

3.09 Receiver - Lender in Possession. If an Event of Default shall have occurred, Lender, to the extent permitted by law and without regard to the value of the Mortgaged Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Lender's election, to either the appointment by the court of a receiver (without the necessity of Lender posting a bond) to enter upon and take possession of the Mortgaged Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Mortgaged Property as lender in possession with the same power herein granted to a receiver and with all other rights and privileges of a lender in possession under law.

3.10 Suits to Protect the Mortgaged Property. Lender shall have the power and authority (but not the duty) to institute and maintain any suits and proceedings as Lender may deem advisable (a) to prevent any impairment of the Mortgaged Property, (b) to preserve or protect its interest in the Mortgaged Property, or (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

3.11 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor,

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Beneficiary or Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amounts due and payable under the Guaranty, the Note, this Mortgage and any other Loan Instrument, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

3.12 Mortgagor to Pay Borrower's Liabilities in Event of Default; Application of Monies by Lender.

(a) Upon occurrence of an Event of Default, Lender shall be entitled to sue for and to recover judgment against Mortgagor for Borrower's Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Lender's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Lender to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of Borrower's Liabilities, Lender shall be entitled to enforce all other rights and remedies under the Loan Instruments.

(c) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Lender under any of the Loan Instruments, and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Mortgagor, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Lender hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Borrower's Liabilities are paid in full.

(d) Any monies collected or received by Lender under this Paragraph 3.12 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Lender, and the balance remaining shall be applied to the payment of Borrower's Liabilities, in such order and manner as Lender may elect, and any surplus, after payment of all Borrower's Liabilities, shall be paid to Mortgagor.

3.13 Delay or Omission. No delay or omission of Lender in the exercise of any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to

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constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

3.14 Waiver of Default. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies in respect thereof.

3.15 Discontinuance of Proceedings; Position of Parties Restored. If Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Lender, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred or had been taken.

3.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by the Guaranty, the Note, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities is exclusive of any other right, power or remedy.

3.17 Interest After Event of Default. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and all other Borrower's Liabilities shall, to the extent permitted by law, bear interest thereafter at the Default Rate until such Event of Default is cured.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

4.01 Heirs, Successors and Assigns Included in Parties. Whenever Mortgagor or Lender is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender. This Section 4.01 shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Mortgage.

4.02 Notices. All notices, requests, reports demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Lender shall be directed to Mortgagor or Lender as the case may be at the following addresses:

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If to Lender: Philadelphia National Bank
P.O. Box 13867
Philadelphia, Pennsylvania 19101-3867

Attention: Susan M. Atkinson

If to Mortgagor: Chicago Title and Trust Company, as
Trustee under Trust No. 1081965
111 West Washington Street
Chicago, Illinois 60602

Any such notices, requests, reports, demands or other instruments shall be (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

4.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.04 Invalid Provisions. In the event that any of the covenants, agreements, terms or provisions contained in the Guaranty, the Note, this Mortgage or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Guaranty or the Note or in any other Loan Instrument (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.05 Changes. Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

4.06 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

4.07 Required Notices. Mortgagor shall notify Lender promptly of the occurrence of any of the following: (i) receipt of

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notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property; (ii) material default by any tenant in the performance of its obligations under any lease of all or any portion of the Mortgaged Property or receipt of any notice from any such tenant claiming that a default by landlord in the performance of its obligations under any such lease has occurred; or (iii) commencement of any judicial or administrative proceedings by or against or otherwise adversely affecting Mortgagor or the Mortgaged Property.

4.08 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Lender, or otherwise) made by Lender under the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

4.09 Release. Upon full payment of Borrower's Liabilities, Lender shall issue to Mortgagor an appropriate release deed in recordable form.

4.10 Attorneys' Fees. Whenever reference is made herein to the payment or reimbursement of attorneys' fees, such fees shall be deemed to include reasonable compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

4.11 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

4.12 Exculpatory Clause. This instrument is executed by Chicago Title and Trust Company, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms,

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provisions, stipulations, covenants and conditions to be performed by Chicago Title and Trust Company are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
an Illinois corporation
** NOT PERSONAL*

ATTEST:

Sheila Howard
Its NOT SECRETARY

By Marcia Giles
Its ASST VICE PRESIDENT



DEPT-01 RECORDING \$41.50
TR4222 TRAN 7453 05/10/90 16:00:00
#166 # 10 4-90-233357
COOK COUNTY RECORDER

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING RETURN TO:

Carole K. Towne
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603

90233357

H/ mail

90-233357

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ACKNOWLEDGMENT

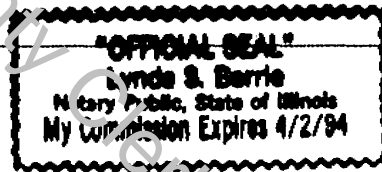
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Lynda S. BARRIE, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT ARMON WILKS and SARAH DUNDEAK, the ASST Vice President and ASST SECRETARY of Chicago Title and Trust Company, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal MAY 6 1990 day of _____, 1990.

Lynda S. Barrie
Notary Public

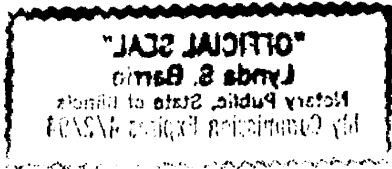
My Commission Expires:



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FOR COMMERCIAL LOAN DEPARTMENT USE ONLY			
RESP CENTER NO	ACCOUNT NUMBER	NOTE NUMBER	EFFECTIVE DATE

APPROVING OFFICER SIGNATURE(S)

\$ 4,000,000

PROMISSORY NOTE

January 16, 1990

The Undersigned (said term as used herein meaning the person, including any form of legal entity, or if more than one, all of the persons by whom, or on whose behalf, this note is signed) hereby promises to pay to the order of THE PHILADELPHIA NATIONAL BANK (hereinafter called the "Bank") at any of its banking offices the sum of Four Million DOLLARS.

plus interest on the unpaid principal balance hereof from the date hereof until this note is paid in full at the per annum rate equal to 5 % in excess of the prime rate of interest charged by the Bank from time to time. Said principal and interest shall be payable on demand, but, if no demand be made, then on June 30, 1990. Said per annum rate of interest shall change each time the Bank's prime rate shall change effective on and as of the date of the change. Interest shall be calculated on the basis of a 360-day year for each day of the year actually outstanding. All payments shall be made in lawful money of the United States of America.

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PREPAYMENTS - If this note is payable on demand or at the end of a fixed term, prepayments may be made, in whole or in part from time to time without penalty. If this note is repayable in installments, prepayments may be made, in whole or in part without penalty, only as of an installment payment date, and each such prepayment shall equal the amount of principal included in one or more of the next consecutive installments becoming due. Any such prepayment shall be applied on account of the unpaid principal, and the number of installments payable hereunder shall be correspondingly reduced but no such prepayment shall reduce the amounts of the scheduled installments nor relieve the Undersigned from paying a scheduled installment on each installment payment date, until the unpaid principal with interest has been paid in full.

PAYMENT OF COSTS - In addition to the principal and interest payments specified above, the Undersigned shall pay to Bank or any other holder hereof, upon demand, all costs and expenses (including reasonable attorneys' fees and legal expenses) which may be incurred by Bank or such holder in the administration of the loan evidenced by this note or in the enforcement of this note.

CONFESSION OF JUDGMENT - The Undersigned hereby irrevocably authorizes and empowers the prothonotary or clerk or any attorney of any court of record to appear for and confess judgment therein against the Undersigned, or any of them, for the amount which from the face hereof may appear to be due hereon, (or, if such an attorney so elects, for the amount which may be due hereon as evidenced by an affidavit signed by an officer of the Bank setting forth the amount then due including accrued interest, plus 15% of such

principal and interest, but not less than \$500, as an attorney's commission, with costs of suit, release of errors, and without right of appeal. A copy hereof, verified by an affidavit, shall have been filed in said proceeding, it shall not be necessary to file the original, as a warrant of attorney. The Undersigned waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by the court to be invalid, voidable, or void, but the power shall remain undiminished and may be exercised from time to time as long as the holder hereof shall deem, until all sums payable or that may become payable hereunder by the Undersigned have been paid in full.

LIABILITIES - For all purposes of this note, the term "Liabilities" means this note and any renewals, extensions and modifications thereof and all other existing and future liabilities, whether absolute or contingent, of the Undersigned, or any of them, to the Bank of any nature whatsoever and out of whatever transactions arising.

SECURITY INTEREST - To secure payment of the liabilities the Bank shall have a lien upon and security interest in any balance belonging to the Undersigned, or any of them, or any deposit or other accounts with the Bank and any other amounts which may be owing from time to time by the Bank to the Undersigned or any of them. It shall also have a lien upon and security interest in any other property delivered, pledged or hypothecated to the Bank by the Undersigned, or any of them, as security for the payment of the Liabilities or any portion thereof. The foregoing lien and security interests shall be independent of any right of set-off which the Bank may have.

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CERTAIN RIGHTS OF BANK - In addition to all other rights granted herein or otherwise possessed by it, the Bank shall have the right, which may be exercised at any time without prior notice to or consent of any of the Undersigned, to pledge or transfer this note and any renewals, extensions and modifications thereof, assigning therewith the Bank's rights in any collateral or any portion thereof given as security and any such pledgee or transferee shall have all the rights of the Bank hereunder with respect to this note and any renewals extensions and modifications thereof and any such collateral so assigned therewith. If this Note is supported by a Collateral Pledge Agreement, and any property included in the collateral pledged under said Agreement, or the value thereof shall become unsatisfactory to the Bank at any time, the Bank shall have the right to demand that the Undersigned immediately and as the Bank may direct, deliver, assign or hypothecate, or cause to be delivered, assigned or hypothecated to the Bank additional property which is satisfactory to the Bank.

DEFAULTS - If this note is payable other than on demand, the Undersigned shall be in default hereunder upon the occurrence of any of the following events: (a) the nonpayment when due of any amount payable on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with the Bank (the term "Obligor" as used herein being meant to include the Undersigned, and all persons secondarily liable on or otherwise liable for the payment of this note or any renewals, extensions, or modifications thereof, such as endorsers or guarantors, including any person(s) or party(ies) who have or may sign an agreement guaranteeing the payment hereof); (b) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any law or

statute alleging that such Obligor is insolvent or unable to pay debts as they mature; (c) the entry of any judgment against any Obligor or the issuing of any attachment or garnishment against any property of any Obligor or the occurrence of any change in the financial condition of any Obligor which in the sole judgment of the Bank is materially adverse; (d) the dissolution, merger, consolidation or reorganization of any Obligor which is a corporation or partnership; (e) the death of any Obligor who is a natural person; (f) any information heretofore or hereafter furnished to the Bank by any Obligor in connection with the loan evidenced hereby or any guaranty submitted in connection therewith should be materially false; and (g) the failure of any Obligor to furnish such financial and other information as the Bank may reasonably request.

ACCELERATION - Whenever the Undersigned shall be in default as aforesaid, unless the Bank elects otherwise, the entire unpaid amount of such of the Liabilities as are not then due and payable shall become immediately due and payable without notice to or demand on any Obligor. If this note is payable on demand, the Bank may, at any time and for any reason or no reason whatsoever, make demand and thereby accelerate the maturity hereof. The Undersigned waives all right to stay of execution and exemption of property in any action to enforce any of the Liabilities.

MISCELLANEOUS - Any failure of the Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. If the Undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. The Undersigned intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the laws of Pennsylvania, without giving effect to the principles thereof relating to conflict of laws, if any.

Name of Corporation
or Partnership

Campania Trucking, Inc.

By:

[Signature]

By:

NAME & TITLE

NAME & TITLE

INDIVIDUALS OR PROPRIETORS SIGN BELOW

WITNESS

NAME

WITNESS

NAME

WITNESS

NAME

WITNESS

NAME

30200357

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GUARANTY

1. DEFINITIONS — As used herein the following terms shall have the meanings indicated:

"Undersigned" means the person, including any form of legal entity, or, if more than one, all of the persons by whom, or on whose behalf, this Guaranty is signed.

"Bank" means THE PHILADELPHIA NATIONAL BANK.

"Principal Debtor" means Caxnetta Trucking, Inc.

"Principal Debtor's Liabilities to Bank" means all existing and future liabilities, whether absolute or contingent, of the Principal Debtor to the Bank of any nature whatsoever and out of whatever transactions arising.

2. CONTINUING GUARANTY — The undersigned hereby unconditionally guarantees to the Bank the due performance, including, but not being limited to, the prompt payment when due, of the Principal Debtor's Liabilities to Bank. This Guaranty is a continuing one and shall be effective and binding on the Undersigned regardless of how long before or after the date hereof any of the Principal Debtor's Liabilities to Bank were or are incurred; provided, however, that any one of the Undersigned who gives written notice to Bank to that effect shall not be liable hereunder for such of the Principal Debtor's Liabilities to Bank as are incurred after the receipt by the Bank of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the Bank is bound by agreement entered into before the receipt of such notice to permit the same to be incurred. Limited to outstanding obligations under the \$4M Working Capital Line and all

3. AMOUNT OF LIABILITY — The amount of the Undersigned's liability hereunder shall be ^{the amount of Letters of Credit and the 3P Motor Lines Loan.} (Insert "unlimited" or "limited to \$ _____")

If no insertion has been made in the preceding space, the amount of the Undersigned's liability hereunder shall be unlimited. If the amount of the Undersigned's liability hereunder is herein limited, the Undersigned agrees that the amount of the Principal Debtor's Liabilities to Bank may from time to time exceed the said limit of the Undersigned's liability hereunder without in any way affecting the liability of the Undersigned hereunder, and the Bank may apply any payment with respect to Principal Debtor's Liabilities to Bank to or on account of such of Principal Debtor's Liabilities to Bank and in such order as the Bank may elect.

4. UNCONDITIONAL LIABILITY — The liability of the Undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Principal Debtor and any of the Undersigned) or in any property, (b) the invalidity of any such rights which may be attempted to be obtained, (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost, or (d) any delay in making demand on the Undersigned for performance or payment of the Undersigned's obligations hereunder.

5. SECURITY INTEREST — The Undersigned hereby assigns to the Bank and grants to the Bank a security interest in any balance or assets in any deposit or other account of the Undersigned in or with the Bank whenever and so long as any of the Principal Debtor's Liabilities to Bank shall be outstanding and unpaid and agrees that the security interest hereby granted shall be independent of the right of setoff.

6. WAIVERS — The Undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the Principal Debtor's Liabilities to Bank, including but not being limited to, notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the Principal Debtor's Liabilities to Bank, of the amount, terms and conditions thereof, and of any defaults thereon. The Undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the Undersigned, any action of any nature whatsoever with respect to the Principal Debtor's Liabilities to Bank and with respect to any rights against any person or persons (including the Principal Debtor and any of the Undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the Undersigned will remain fully liable hereon, notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the Undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any not so released. The death or incapacity of any of the Undersigned shall in no way affect the liability hereunder of any other of the Undersigned. The Undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Undersigned hereunder, including without limitation (a) all defenses whatsoever to the Undersigned's liability hereunder except the defense of payments made on account of the Principal Debtor's Liabilities to Bank and the Undersigned's liability hereunder, and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the Undersigned hereunder.

7. PAYMENT OF COSTS — In addition to all other liability of the Undersigned hereunder and notwithstanding the limit, if any, set forth in paragraph 3 hereof, the Undersigned also agrees to pay to the Bank on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) which may be incurred in the enforcement of the Principal Debtor's Liabilities to Bank or the liability of the Undersigned hereunder.

8. ACCELERATION OF LIABILITIES — If any of the Principal Debtor's Liabilities to Bank is not duly performed, including the prompt payment when due of any amount payable thereon, all the Principal Debtor's Liabilities to Bank shall at the Bank's option be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the Undersigned hereunder.

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9. **FINANCIAL INFORMATION ON GUARANTOR** — The Undersigned hereby agrees to provide the Bank with such information on the business affairs and financial condition of the Undersigned as the Bank from time to time may reasonably request and to notify the Bank of any change in the address of the Undersigned. In the event that the Undersigned fails to comply with a request for information as herein agreed, within ten (10) days after receipt of the request, the Undersigned upon demand by the Bank agrees to purchase from the Bank without representation, warranty or recourse the Principal Debtor's Liabilities to Bank and to pay therefor the unpaid principal amount of all such Liabilities, including interest thereon to the date of purchase.

10. **CONFESSION OF JUDGMENT** — The Undersigned hereby irrevocably authorizes and empowers any attorney of any court of record to appear for and confess judgment therein against the Undersigned, or any of them, for the amount for which the Undersigned may be or become liable to Bank under this Guaranty as evidenced by an affidavit signed by an officer of the Bank setting forth the amount then due, plus 15% thereof, but no less than \$500, as an attorney's commission, with costs of suit, release of errors, and without right of appeal. If a copy hereof, verified by an affidavit, shall have been filed in said proceeding, it shall not be necessary to file the original as a warrant of attorney. The Undersigned waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and may be exercised from time to time as often as the Bank shall elect, until all sums payable or that may become payable by the Undersigned have been paid in full.

11. **NO SUBROGATION** — So long as the Principal Debtor's Liabilities to Bank have not been paid in full, no payment by the Undersigned pursuant to the provisions hereof shall entitle the Undersigned, by subrogation to the rights of the Bank or otherwise, to any payment by the Principal Debtor or out of the property of the Principal Debtor.

12. **OTHER GUARANTIES** — A subsequent guaranty by the Undersigned or any other guarantor of the Principal Debtor's Liabilities to Bank shall not be deemed to be in lieu of or to supersede or terminate this guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the Undersigned or any other guarantor has given to the Bank a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

13. **MISCELLANEOUS** — If the Undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. This Guaranty shall inure to the benefit of the Bank, its successors, assigns, endorsees and any person or persons, including any banking institution or institutions, to whom the Bank may grant any interest in the Principal Debtor's Liabilities to Bank or any of them, and shall be binding upon the Undersigned and the Undersigned's executor, administrators, successors, assigns, and other legal representatives. The Undersigned intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the law of Pennsylvania.

Executed this day of, 19

Name of Corporation or Partnership

Address

00033357

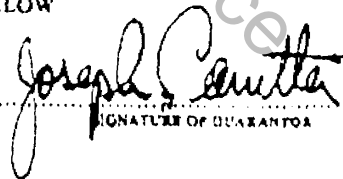
By: By:

INDIVIDUALS OR PROPRIETORS SIGN BELOW

WITNESS

ADDRESS OF GUARANTOR

SIGNATURE OF GUARANTOR



WITNESS

ADDRESS OF GUARANTOR

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EXHIBIT C

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND COMPRISING PART OF THE SOUTH ½ OF THE NORTH WEST ¼ AND PART OF THE SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 9, SAID POINT BEING 628.33 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF THE 50 FOOT STRIP OF LAND LYING WESTERLY OF AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD (SAID 50 FOOT STRIP CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED JULY 8, 1927, AS DOCUMENT NUMBER 7567576) AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF SOUTH ½ OF THE NORTH EAST ¼ AND ALONG THE NORTH LINE OF SOUTH ½ OF THE NORTH WEST ¼ OF SECTION 9, A DISTANCE OF 351.67 FEET TO A POINT 627.51 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF SOUTH ½ OF THE NORTH WEST ¼ OF SECTION 9, WITH THE CENTER LINE OF GLENWOOD ROAD; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE OF SOUTH ½ OF THE NORTH WEST ¼ OF SECTION 9 A DISTANCE OF 550 FEET TO THE NORTH LINE OF 194TH STREET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF SOUTH ½ OF THE NORTH WEST ¼ AND THE NORTH LINE OF SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 9, AND ALONG SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 351.67 FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID NORTH LINE OF SOUTH ½ OF THE NORTH EAST ¼ OF SECTION 9 AND PASSING THROUGH THE AFORESAID POINT OF BEGINNING; THENCE NORTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 550 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND COMPRISING PART OF THE SOUTH ½ OF THE NORTH WEST ¼ OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH ½ OF NORTH WEST ¼ OF SECTION 9, SAID POINT BEING 427.51 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF GLENWOOD ROAD; AND RUNNING THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 200 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 550 FEET TO THE NORTH LINE OF 194TH STREET, AS HERETOFORE DEDICATED; THENCE WEST PARALLEL TO SAID NORTH LINE OF SAID SOUTH ½ OF NORTH WEST ¼ OF SECTION 9 AND ALONG SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 200 FEET; THENCE NORTH PERPENDICULAR TO SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 550 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Chicago Terminal
405 West 194th Street
Glenwood, Illinois 60425

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