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MORTGAGE

THIS MORTGAGE made as of the 27th day of June, 1990 by Sipi Metals Corp., an Illinois corporation (herein called the "Mortgagor"), located at 1720 North Elston Avenue, Chicago, Illinois 60622, to the American National Bank and Trust Company of Chicago (herein called the "Mortgagee"), a national banking corporation, having its principal office at 33 North LaSalle Street, Chicago, Illinois 60690.

W I T N E S S E T H :

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Nineteen Million Five Hundred Ninety Two Thousand Nine Hundred Dollars (\$19,592,900) or so much thereof as may be outstanding from time to time plus interest in the amount as provided in and evidenced by: (a) an Amended and Restated Revolving Note of even date herewith in the principal amount of \$10,500,000 ("Revolving Credit Note"); (b) an Amended and Restated Transaction Note of even date herewith in the principal amount of \$7,000,000 ("Transaction Note"); (c) an Amended and Restated Term Note of even date herewith in the principal amount of \$92,900 (the "Term Note"); and (d) a 1990 Note of even date herewith in the principal amount of \$2,000,000 ("1990 Note") (the Revolving Note, Transaction Note, Term Note and 1990 Note, as the same may be amended and modified, are sometimes hereinafter collectively referred to as "Notes"). Said Notes were executed pursuant to a Secured Credit Agreement between Mortgagor and Mortgagee dated September 30, 1988, as amended by that certain First Amendment to Secured Credit Agreement of even date herewith, and as the same may be further extended, amended, supplemented or modified from time to time (herein called the "Credit Agreement") and payable in accordance with the terms thereof.

WHEREAS, the Notes provide for payments of principal, interest and other costs and expenses at the rates therein specified payable in accordance with the terms thereof (which liabilities, including all principal and all interest thereon as set forth in the Notes and the Credit Agreement and all Liabilities, as that term is defined in the Credit Agreement, are hereinafter called the "Liabilities"). The Notes are payable to the order of Mortgagee at its principal office.

WHEREAS, Leslie S. Pinsof and Philip Pinsof executed a personal guaranty limited to the amount of \$2,500,000.00, which personal guaranty is amended and reaffirmed as of the date hereof (as the same may be extended, amended, supplemented or modified from time to time, herein called the "Guaranty") to secure (a) the payment of the Liabilities, excluding the 1990 Note, (b) the repayment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Related Documents, as hereinafter defined, (c) the repayment of future advances, if any, disbursed by Mortgagee to Mortgagor in accordance with the terms of the Related Documents, and (d) the performance and observance of all of the

Permanent Index Nos.:

14-32-308-003
14-32-308-005
14-32-307-030
14-32-307-027
14-32-315-003
14-32-315-004
14-32-315-005
14-32-315-024
14-32-314-024

This Instrument Prepared By And Should Be Returned To:

Timothy R. McFadden, Esq.
ALTHEIMER & GRAY
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606

Common Address:

1720 North Elston Avenue
Chicago, Illinois 60622

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terms, covenants, provisions and agreements of this Mortgage and the Related Documents. Related Documents as used herein means, collectively, the Credit Agreement, the Notes, the Security Agreement and Financing Statement by and between Mortgagor and Mortgagee dated September 30, 1988, the Guaranty, and any and all other documents or instruments, pursuant to which a Lien, as defined in the Credit Agreement, is granted to the Mortgagee (or to any agent, trustee, or other party acting on the Mortgagee's behalf) as security for any of the Liabilities, as any and all of the foregoing documents may be concurrently or hereafter amended, modified or supplemented with the Mortgagee's advance written consent.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in order to secure (a) the prompt payment of the Liabilities; (b) the repayment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Related Documents; (c) the repayment of future advances, if any, disbursed by Mortgagee in accordance with the terms of the Related Documents; (d) the performance and observance of all of the terms, covenants, provisions and agreements of the Related Documents, Mortgagor agrees as follows:

ARTICLE I

GRANT

1.1 The Mortgagor hereby grants, sells, remits, releases, conveys, assigns, transfers, confirms, mortgages and warrants unto the Mortgagee, and grants a security interest in, all the real estate described in Exhibit "A" attached hereto and made a part hereof (the "real estate"), which with the property, estates and interests hereinafter described is referred to herein as the "Property."

Together with all rents, issues, profits, royalties, income and other benefits derived from the real estate, whether now or hereafter arising, subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents;

Together with all leasehold estates, rights, title and interest of Mortgagor, now or hereafter arising, in and to all leases or subleases covering the real estate or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

Together with all right, title and interest of Mortgagor in and to any greater estate in the real estate owned or hereafter acquired;

Together with all interests, estates or other claims in law and in equity which Mortgagor now has or may hereafter acquire in the real estate;

Together with all now owned or hereafter acquired easements, rights-of-way and rights pertaining thereto or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

Together with all rights, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, road, avenue, alley or right-of-way, open or proposed, or hereafter vacated, adjoining the real estate, and any and all sidewalks, alleys, strips and gores or land adjacent to or used in connection with the real estate;

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Together with any and all buildings, improvements and tenements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, and other articles attached to said buildings and improvements; and

Together with all building materials located at the real estate and intended to be incorporated in improvements now or hereafter to be constructed thereto;

Together with all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all floor coverings, screen, storm windows, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods and blowers, in each case now or hereafter placed in or at the Property (it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated);

Together with all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property;

Together with all the estates, interests, rights, title, other claims or demands which Mortgagor now has or may hereafter acquire in the real estate; and

Together with the proceeds of any and all insurance policies upon the Property described in Article XIV hereof;

To have and to hold the Property for the uses and purposes herein set forth unto the Mortgagor, and its successors and assigns, forever.

With respect to the Revolving Credit Note and the Transaction Note, and subject to the provisions of Section 15.17 hereof, this Mortgage shall secure not only any existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made in respect thereto. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds of the county where the real estate described herein is located. The total amount of indebtedness that may be so secured in respect of the Revolving Credit Note and the Transaction Note may increase or decrease from time to time, but the total unpaid balance of the Revolving Credit Note and the Transaction Note that may be so secured at any one time shall not exceed the aggregate principal amount of the Revolving Credit Note and the Transaction Note first set forth herein, being Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00), plus interest thereon, and any disbursements made for the payment of taxes, special assessments or insurance on the real estate and other Property, with interest on such disbursements (plus, to the extent permitted by law, other costs, expenses, liabilities, losses and other items suffered by or incurred by Mortgagee as provided in this Mortgage.) This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on said Property.

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ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Mortgagor represents and warrants that:

(a) it has good and marketable title to the Property free and clear of all liens, claims, encumbrances, security interest and equities except as set forth on Exhibit B.

(b) it has good right and full power to sell and convey the Property and that it has duly executed and delivered this Mortgage pursuant to proper directions, and that Mortgagor will make any further assurances of title that the Mortgagee may require and will defend the Property against all claims and demands whatsoever; and

(c) the proceeds of the Loans, as that term is defined in the Credit Agreement, evidenced by the Notes and the Liabilities secured by this Mortgage will be used for the purposes specified in the Credit Agreement, and that the principal sum evidenced by the Notes constitutes a business loan which comes within the purview of said Credit Agreement.

ARTICLE III

WAIVER OF REDEMPTION

3.1 The Mortgagor releases and waives all rights to retain possession of the Property after any default in payment or breach of any of the obligations, covenants, undertakings or agreements herein or in the Related Documents, subject to any limitations contained in the Credit Agreement. Mortgagor hereby releases and waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on the behalf of each and every other person, except decree and judgment creditors of the Mortgagor, including any and all persons acquiring any interest in or title to the Property. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption law, or so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the Property, and any estates comprising the Property, marshalled upon any foreclosure of the lien hereon and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. No provision of this paragraph or of this Mortgage shall prevent Mortgagor from bidding at any foreclosure sale of the Property.

ARTICLE IV

MORTGAGOR'S COVENANTS

4.1 Mortgagor covenants, represents, warrants and agrees as follows:

(a) that all Liabilities and the other sums secured hereby shall be paid in the manner and at the times provided for in the Related Documents and in this Mortgage;

(b) to pay, or cause to be paid, when due and payable:

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(i) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, utilities charges, and governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which shall become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter collectively called the "Impositions"); and

(ii) all other payments or charges required to be paid to comply with the terms and provisions of this Mortgage; and

(iii) unless Mortgagee has required receipt of Deposits (as hereinafter defined) then, unless Mortgagor is diligently pursuing the procedures provided for in Article XIII hereof, Mortgagor shall deliver to Mortgagee, within fifteen (15) days after written request by Mortgagee, the original, or a photostatic copy, of the official receipt evidencing payment of real estate taxes or other proof of payment satisfactory to Mortgagee. Failure of Mortgagor to deliver to Mortgagee said receipts or to submit other proof satisfactory to Mortgagee as aforesaid shall constitute a default hereunder. After an Event of Default and subject to written waiver by Mortgagee, Mortgagor shall also pay to Mortgagee on the first day of each month, until the Notes are paid in full, a sum equal to one-twelfth of the annual real estate taxes on the Property, as reasonably estimated initially and from time to time by Mortgagee on the basis of the most recent assessments and real estate tax bills ("Deposits"). If, after an Event of Default, Mortgagee is collecting Deposits from Mortgagor, upon receipt of the real estate tax bills, Mortgagor shall promptly deliver same to Mortgagee for payment at least ten (10) days prior to the payment date. In the event Mortgagee receives the bill less than ten (10) days prior to payment date or there exists any Deficiency (as hereinafter defined) in the amount of the Deposits, Mortgagor shall be responsible for any penalties assessed due to the late payment of taxes. In the event the Deposits are less than the amount of the real estate tax bills, Mortgagor shall within 5 days after written demand pay any such deficiency ("Deficiency") to Mortgagee;

(c) to promptly comply, and cause all persons to comply, with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupation thereof;

(d) to keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers, and curbs) in good order and condition and will make or cause to be made as necessary, all structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, repairs and maintenance. Furthermore, and without limiting the generality of the foregoing, Mortgagor shall not permit the Property to suffer any waste. All repairs and maintenance

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required of Mortgagor shall be completed in a good workmanlike manner using first quality materials (in the reasonable opinion of Mortgagee);

(e) not to make or cause to be made any material improvements or alterations to the Property unless written approval is first obtained from Mortgagee, which approval shall not be unreasonably withheld.

(f) that this Mortgage shall be maintained as a valid first mortgage lien on the Property and that Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien (including any liens arising with respect to the payment of Impositions), security interest, encumbrance or charge whether prior to or subordinate to the lien of this Mortgage unless written approval is first obtained from Mortgagee. Mortgagor shall keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or site improvement whether on the Property or not. If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same of record within thirty (30) days after the liens are filed or, if not filed, within thirty (30) days after Mortgagor has notice or knowledge thereof, unless Mortgagor takes actions complying with Article XIII hereof. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing the doing or omission of which would impair the security of this Mortgage;

(g) that it will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Property, noncompliance with which might affect the security of this Mortgage or impose any duty or obligation upon Mortgagor, and Mortgagor shall do or cause to be done, all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and right to, in favor of, or constituting any portion of the Property;

(h) that neither the value of the Property nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor, and the Mortgagor agrees it will not do or permit to be done to, in, upon or about said Property, or any part thereof, anything that may in any way impair the value thereof, or weaken, diminish, or impair the security of this Mortgage;

(i) that subject to the rights granted Mortgagor in Article XIII of this Mortgage, Mortgagor shall promptly pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed by the municipality or county in which the Property is situated or any other governmental body having jurisdiction thereof, and will promptly cure any violation of law and comply with any order of said municipality, county or other governmental body in respect of the repair, replacement or condition of the Property;

(j) that if any action or proceeding is commenced in which Mortgagee in good faith deems it necessary to defend or uphold the validity, enforceability or priority of the lien and interest of this Mortgage or to preserve the value of the security for this Mortgage, all sums paid by Mortgagee for the expense of any such litigation to prosecute or defend the rights, lien and security interest created by this Mortgage (including reasonable attorneys

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fees) shall be paid by Mortgagor, together with interest thereon from the date such amounts are paid at the Default Interest Rate then applicable under the Notes and any such sums and the interest thereon shall be a lien and security interest on the Property;

(k) that all required governmental permits and licenses respecting the Property have been obtained, are in full force and effect and shall remain in effect, and Mortgagor and tenants of Mortgagor shall comply with said governmental permits and licenses; and

(l) that Mortgagor shall proceed, in good faith and with diligence, with the application previously filed by Mortgagor with the City of Chicago for the vacation of Besly Court and shall pay, or cause to be paid, all fees required in connection therewith; provided, however, that the failure to obtain the vacation shall not be a default or Event of Default hereunder or under the Credit Agreement.

ARTICLE V

TRANSFER OR MORTGAGE OF PROPERTY

5.1 It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee any of the following shall occur:

(a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Property or any part thereof, or interest therein, except that sales or other dispositions of collateral (herein called "Obsolete Collateral") which is no longer useful in connection with the operation of the Property shall not require the prior written consent of the Mortgagee if, prior to the sale or other disposition thereof, any such Obsolete Collateral which is necessary or advantageous to the conduct of Mortgagor's or Mortgagor's beneficiary's business or the operation or maintenance of the Property has been replaced by collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If the Mortgagor is a trustee, then if any beneficiary of the Mortgagor shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor;

(c) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided, that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this paragraph shall be inapplicable;

(d) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of

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the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this paragraph shall not apply (i) to liens securing the Liabilities, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Property, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor or any beneficiary of a trustee Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee, or (iv) to any transfers of shares of stock or partnership or joint venture interests in any mortgagor or any beneficiary of a trustee mortgagor constituting less than 20% of the issued and outstanding capital stock of such corporation or 20% of the issued and outstanding interests in any such partnership or joint venturer. The provisions of this paragraph shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Property, or such beneficial interest in, share of or partnership or joint venture interest in the Mortgagor or any beneficiary of a trustee Mortgagor.

ARTICLE VI

PERFORMANCE OF MORTGAGOR'S OBLIGATIONS

6.1 If Mortgagor shall fail to pay any Impositions described in Article IV hereof or to make any other payment required to be paid by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if there shall be a default in the performance or observance of any other term, covenant, condition or obligation required to be performed or observed under this Mortgage or the Related Documents, then, after the expiration of any applicable grace period as set forth in any such document or instrument, and without limiting the generality of any other provision of this Mortgage, and without waiving or releasing Mortgagor from any of its obligations hereunder or thereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment (including without limitation, any penalties or interest thereon), or any sums due under this Mortgage, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purposes of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to, attorneys fees and disbursements), together with interest thereon from the date of each such expenditure at the Default Rate as defined in the Credit Agreement shall be immediately due and payable by Mortgagor to Mortgagee and shall be secured by this Mortgage and constitute part of the Liabilities secured hereby, and Mortgagee shall have the same rights and remedies in the event of nonpayment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of the Liabilities. Nothing in this Paragraph or in any other part of this Mortgage shall be construed to require Mortgagee to make any payment or perform any obligation of Mortgagor.

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ARTICLE VII

ASSIGNMENT OF LEASES, RENTS AND CONTRACTS

7.1 Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title and interest in all rents, issues, profits and leases of the Property, as further security for the payment of the Liabilities and other sums secured hereby. Mortgagor grants to Mortgagee the right to enter the Property and to let the Property, or any part thereof, and to apply said rents, issues, profits and proceeds after payment of all charges and expenses, on account of the Liabilities and other sums secured hereby. This assignment and grant shall continue in effect until the Liabilities and other sums secured hereby are paid in full. Mortgagee hereby agrees not to exercise the right to enter the Property for the purpose of collecting said rents, issues or profits and Mortgagor shall be entitled to collect and receive said rents, issues, profits and proceeds until the occurrence of a default by Mortgagor under the terms and provisions hereof; provided that any rents, issues and profits collected and received by Mortgagor after the occurrence of a default hereunder which is not cured within the applicable grace period provided hereby shall be deemed collected and received by Mortgagor in trust for Mortgagee, and Mortgagor shall account to Mortgagee for the full amount of such receipts.

7.2 The assignment contained in this Article VII is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Mortgagor, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Property or any responsibility for the non-performance thereof by Mortgagor or any other person. The assignment under this Article VII is given as a primary pledge and assignment of the rights described herein, and such assignment shall not be deemed secondary to the security interest of Mortgagee in the Property. Mortgagee shall have the right to exercise any rights under this Article VII before, together with, or after exercising any other rights under this Mortgage.

ARTICLE VIII

CHANGES IN TAX LAWS; PAYMENT OF OTHER TAXES

8.1 In the event of the passage after the date of this Mortgage of any law applicable to the Property deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way materially adverse to Mortgagee the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, the holder of this Mortgage shall have the right to give thirty (30) days' written notice to the then owner of the Property requiring the payment of the Liabilities. If such notice is given, said Liabilities shall become due, payable and collectible at the expiration of said thirty (30) days, provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby, and if the Mortgagor pays such tax prior to the date upon which payment is required by such notice.

8.2 In the event that hereafter it is claimed by any governmental agency that any tax or other governmental charge or imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Liabilities (other than income tax on the interest or premium receivable thereunder), including any recording tax, documentary stamps or other tax or imposition on the Notes or

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Mortgage, Mortgagor will forthwith either (a) pay such tax prior to any penalty and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and, within a reasonable time, deliver to Mortgagee either (i) evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated, in which event any such deposit shall be returned to Mortgagor, or (ii) a direction from Mortgagor to Mortgagee to pay the same out of the deposit above mentioned, with any excess due over the amount of said deposit to be paid by Mortgagor directly to the taxing authority and any excess of such deposit over such payment by Mortgagee to be returned to Mortgagor provided Mortgagor is not in default under the provisions of the Mortgage. If liability for such tax or other governmental charge or imposition is asserted against Mortgagee, Mortgagee will give to Mortgagor prompt notice of such claim and Mortgagor upon complying with the provisions of this paragraph, shall have full right and authority to contest such claim.

ARTICLE IX

DEFAULT

9.1 The entire Liabilities shall become due, at the option of Mortgagee, if any one or more of the following events of default shall occur:

(a) Failure of Mortgagor to observe or perform any of the conditions, terms, covenants or agreements by Mortgagor to be performed under the terms hereof after the expiration of any applicable grace period, if any, contained herein;

(b) Any warranty or representation herein or in the Related Documents when made was inaccurate or misleading in any material respect;

(c) Failure of Leslie S. Pinsof or Philip Pinsof to observe or perform any of the conditions, terms, covenants or agreements contained in the Guaranty;

(d) If any party to the Related Documents, other than Mortgagee, shall fail to observe or perform any of the conditions, terms, covenants or agreements to be performed by said party under any of the Related Documents, including, but not limited to, a default in the payment when due of any Liabilities or obligations under the Related Documents after the expiration of any applicable grace period, if any, therein contained;

(e) If any party to the Related Documents, other than Mortgagee, shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator for itself or all or any substantial part of their respective properties or of the Property; or if within sixty (60) days after the commencement of any proceeding against such party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any present or future applicable federal, state or other statute or law,

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such proceeding shall not be dismissed; or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator for said party (without the consent or acquiescence of such party) or of all or any substantial part of their respective properties or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(f) The assignment, pledge, hypothecation, or other disposition of the Property, or any portion thereof, in violation of the provisions of Section 5.1 hereof;

(g) Abandonment of the Property;

(h) Subject to the rights of Mortgagor under Article XIII hereof, if a lien for the performance of work or the supply of materials, fixtures or articles be filed against the Property, or any portion thereof, and remains filed and not fully satisfied and released (or bonded or insured over by a bonding company or title insurer approved by Mortgagee, in an amount and manner satisfactory to Mortgagee) for a period of thirty (30) days after the date of the filing thereof.

9.2 If an event of default shall occur, Mortgagee may, at its option, exercise any and all of the following remedies:

(a) Declare the unpaid portion of the Liabilities to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Enter upon the Property and take possession thereof and of all books, records and accounts relating thereto.

(c) Appoint a receiver for the Property, or any part thereof, and of the net income, rents, issues and profits thereof, without regard to the sufficiency of the Property covered by this Mortgage or any other security, and without the showing of insolvency on the part of any party to the Related Documents or fraud or mismanagement, and without the necessity of filing any judicial or other proceeding for appointment of a receiver.

(d) Hold, lease, operate or otherwise use or permit the use of the Property, or any portion thereof in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (including making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rentals, profits or other amounts payable in connection therewith.

(e) Sell the Property, in whole or in part:

(i) under the judgment or decree of a court of competent jurisdiction, or

(ii) at public auction (if permitted by law) in such manner, at such time and upon such terms as Mortgagee may determine, or as provided by law, and/or sell any personal property, in whole or in part, at one or more public or private sales, in such manner, at such time or times, and upon such terms as Mortgagee may determine or as provided by law.

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(f) exercise any other remedy now or hereafter existing in equity, at law, by virtue of statute or otherwise.

9.3 In case Mortgagee shall have proceeded to enforce any right or rights under the Related Documents, and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor and Mortgagee shall be restored to their former positions and the right, remedies and powers of Mortgagee shall continue as if no such proceedings had taken place.

9.4 In the event Mortgagee (a) grants an extension of time on any payments of the Liabilities, (b) takes other or additional security for the payment thereof, or (c) waives or fails to exercise any right granted herein, said act or omission shall not release Mortgagor, any party obligated under the Liabilities, subsequent purchasers of the Property covered by this Mortgage or any part thereof, or any guarantor from their respective obligations under the Related Documents.

ARTICLE X

FORECLOSURE

10.1 In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, or holders of the Notes, for reasonable attorneys' fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring title insurance policies (which fees, charges and costs may be estimated as to items to be expended after entry of the decree), and all other expenses as Mortgagee or holders of the Notes may deem reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature in this section mentioned shall become so much additional indebtedness secured hereby, and shall be immediately due and payable with interest thereon at the rate in effect under the Notes when paid or incurred by Mortgagee or holders of the Notes. In addition to foreclosure proceedings, the above provisions of this paragraph shall apply to (a) any proceeding to which Mortgagee or the holders of the Notes shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Liabilities hereby secured; (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparation for the defense of or investigation of any threatened suit, claim or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

10.2 Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any, liable for the payment of the Liabilities and other sums secured hereby and without regard to the then value of the Property and the Mortgagee hereunder may be placed in possession of the Property. The receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary or are usual in

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such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the Liabilities and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

10.3 The proceeds of any sale of all or any portion of the Property and the earnings of any holding, leasing, operating or other use of the Property shall be applied by Mortgagee in the following order:

(a) first, to the payment to Mortgagee of the costs and expenses of taking possession of the Property and of holding, using, leasing, repairing, improving and selling of the same;

(b) second, to the payment of Mortgagee's reasonable legal fees and expenses incurred in connection with the foreclosure proceedings or other enforcement of the provisions of this Mortgage or any other Related Documents;

(c) third, to the payment of accrued and unpaid interest on the Notes;

(d) fourth, to the payment of the balance of the Liabilities; and

(e) fifth, any surplus shall be paid to the parties entitled to receive it.

ARTICLE XI

INSPECTION

11.1 Mortgagor covenants and agrees that Mortgagee, or its agents or representatives, may make such inspections of the Property (environmental or otherwise) as Mortgagee may deem necessary or desirable, at all reasonable times, upon prior notice to Mortgagor except in the event of an emergency, and that any such inspections shall be solely for the benefit of Mortgagee and shall not be relied upon by Mortgagor for any purpose. Mortgagee shall conduct such investigations in a manner which will not unreasonably interfere with the conduct of Mortgagor's business at the Property.

ARTICLE XII

ASSIGNMENT BY MORTGAGEE

12.1 Mortgagee may assign all or any portion of its interest hereunder and its rights granted herein and in the Related Documents to any person, trust, financial institution or corporation as Mortgagee may determine, and, upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Mortgagee herein and contained in the Related Documents and Mortgagee shall thereupon have no further obligations or liabilities hereunder. Upon request, Mortgagor agrees to consent in writing to any such assignment provided any amendments or modifications to the Related Documents do not materially alter Mortgagor's obligations hereunder or under any of the Related Documents.

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ARTICLE XIII

CONTESTING LIENS AND IMPOSITIONS

13.1 Mortgagor at its expense, may contest, after prior written notice to Mortgagee, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application in whole or in part, of any Impositions, any license fees or similar charges, or any mechanic's lien filed against the Property provided that (i) Mortgagor shall first make all contested payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (ii) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (iii) Mortgagor shall have furnished such security, if any, as may be required in the proceedings or as reasonably requested by Mortgagee.

ARTICLE XIV

INSURANCE; CASUALTY; AND CONDEMNATION

14.1 The Mortgagor will insure and keep insured all of the buildings and improvements now or hereafter constructed or erected upon the Property and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time reasonably require and in any event including, without limitation:

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Property;

(b) Public liability insurance against bodily injury and property damage with such limits as the Mortgagee may reasonably require; and

(c) Steam boiler, machinery and other insurance of the types and in amounts as the Mortgagee may reasonably require but in any event not less than customarily carried by persons owning or operating like properties.

14.2 All policies of insurance to be maintained and provided as required by Section 14.1 hereof shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of, with loss payable to, and in form satisfactory to, the Mortgagee. The Mortgagor will deliver to the Mortgagee certificates of insurance reasonably satisfactory to Mortgagee evidencing all policies, including additional and renewals policies, and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies or certificates thereof not less than ten (10) days prior to the respective date of expiration.

14.3 The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Property, and;

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand Dollars (\$50,000.00), and provided,

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further, that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be additional Liabilities secured hereby, and shall be reimbursed to the Mortgagee upon demand;

(b) In the event of any insured damage to or destruction of the Property or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Mortgagee, the Property can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, and can adequately secure the Liabilities then or from time to time outstanding then, if no Default or Event of Default as herein defined shall have occurred and be then continuing and there shall not be a Default or Event of Default under the Related Documents, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Property or part thereof subject to Insured Casualty as provided for in Section 14.4 hereof; and the Mortgagor hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance;

(c) Except as provided for in Subsection (b) of this Section 14.3, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Liabilities in such order or manner as the Mortgagee may elect;

(d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Property, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and reasonably approved by the Mortgagee; provided however, if the cost of such repairs, replacements, restoration and rebuilding is less than Fifty Thousand Dollars (\$50,000.00), then Mortgagor shall not be required to submit such plans and specifications to Mortgagee. Mortgagee shall have thirty (30) days after receipt of any plans and specifications to approve or disapprove such plans and specifications or request additional information from Mortgagor. If Mortgagee shall fail to so respond within such thirty (30) day period, Mortgagor shall give Mortgagee written notice of such failure and if Mortgagee shall not respond within ten (10) days after receipt of such notice, such plans and specifications shall be deemed approved.

14.4 In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurance satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, but subject to the provisions of Section 14.3(d), require that all plans and specifications for such

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restoration, repair, replacement and rebuilding be submitted to and reasonably approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed Ninety Per Cent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. No interest shall be allowed to the Mortgagor on account of any proceeds of insurance or other funds held in the hands of the Mortgagee.

14.5 The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Property taken or damaged under the power of eminent domain, or by condemnation including damages to grade. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Liabilities then most remotely to be paid, whether due or not, or to require the Mortgagor to restore or rebuild the Property, in which event, the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagor for the cost of such rebuilding or restoring. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements upon the Property under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse the Mortgagor for the cost of restoration and rebuilding; provided always, that Mortgagor is not in default hereunder and that no Default has occurred and is then continuing. If the Mortgagor is required or permitted to rebuild or restore the Property as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specification previously submitted to and reasonably approved by the Mortgagee (provided however, if the cost of such rebuilding or restoration is less than Fifty Thousand Dollars (\$50,000), then Mortgagor shall not be required to submit such plans and specifications to Mortgagee for approval), and proceeds of the award shall be paid out in the same manner as is provided in Section 14.4 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the Liabilities, then most remotely to be paid, or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

ARTICLE XV

MISCELLANEOUS

15.1 The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage and the Related Documents securing the Liabilities or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

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15.2 A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Related Documents, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Mortgage and of such Related Documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.

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

15.4 All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be in writing and shall be deemed to have been validly secured, given or delivered upon deposit in the United States certified or registered mails. All notices, demands and requests by Mortgagee to Mortgagor, or vice-versa, shall be deemed to have been given three days after the date sent by registered or certified mail, postage prepaid, and;

(a) if to the Mortgagor addressed to:

Sipi Metals Corp.
1720 N. Elston Avenue
Chicago, IL 60622
Attention: Leslie Pinsof and Marion Cameron

with a carbon copy to:

Sommerschein Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606
Attn: J. Ross Docksey

(b) if to the Mortgagee addressed to:

33 North LaSalle Street
Chicago, IL 60690
Attention: Lori Iglesiaski

with a carbon copy to:

Alzheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, IL 60606
Attn: S. Michael Peck

(c) or in the case of each party, such other address as such party, by written notice received by the other party to this Mortgage, may have designated as its address for notices. Notices given by telex or telegram shall be deemed to have been given when sent. Notices given by personal delivery shall be deemed to have been given when delivered.

15.5 Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Property.

15.6 This Mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Mortgage.

15.7 All of the covenants hereof shall run with the land.

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15.8 If the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of the Property shall occur, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said Property, or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagor, without in any way releasing or discharging Mortgagor from Mortgagor's covenants and undertakings hereunder, and without Mortgagee waiving its rights to accelerate the Notes or declare an Event of Default hereunder.

15.9 If any action or proceeding shall be instituted to evict Mortgagor or recover possession of the Property or any part thereof, or for any other purpose affecting the Property or this Mortgage, or if any notice relating to a proceeding or a default is served on Mortgagor, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each notice, petition, or other paper or pleading, however designated.

15.10 It being the desire and intention of the parties hereto that this Mortgage and the lien thereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is expressly manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

15.11 Each and all of the covenants and obligations of this Mortgage shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to the transfer of Mortgagor's interest in the Property covered by this Mortgage.

15.12 If one or more of the provisions of this Mortgage shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Mortgage and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Without limiting the generality of the foregoing, any provision herein, or in the Notes to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited, so that Mortgagee shall be paid, as interest, a sum greater than the maximum amount permitted by law. If any construction of this Mortgage would permit Mortgagee to receive interest in excess of the maximum amount permitted by law, this clause shall override and control, and proper adjustment shall automatically be made accordingly.

15.13 Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

15.14 This Mortgage is given to secure not only the Liabilities, but also future advances, loan commissions, service charges, liquidated damages, reasonable legal fees and expenses and other expenses made or incurred by Mortgagee in connection with the Liabilities all in accordance with this Mortgage and the Related Documents, to the same extent as if such future advances were made on the date of execution of this Mortgage; provided, however, the total amount of Liabilities that may be so secured may decrease or increase from time to time, but all Liabilities secured hereby shall, in no event, exceed two (2) times the face amount of the Notes.

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15.15 The term "material" as used herein shall mean any claim, litigation, expense or problem which exceeds, or may potentially exceed a monetary value greater than \$10,000.00.

15.16 Mortgagee shall be entitled, but not obligated, to rely upon Mortgagor's representations and warranties and the representations and warranties of its agent and consultants.

15.17 This Mortgage shall be terminated, discharged and released by Mortgagee upon payment in full of the 1990 Note if there exists no Event of Default or Unmatured Event of Default under the Credit Agreement.

ARTICLE XVI

ENVIRONMENTAL MATTERS

16.1 In addition to, and notwithstanding any other representations and warranties of Mortgagor contained in this Mortgage and/or the Related Documents, (and except as disclosed in that certain letter dated June 22, 1989 from and by the United States Environmental Protection Agency to Mortgagor which letter served upon Sipi a complaint alleging violations of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (also known as the Emergency Planning and Community Right-to-Know Act) (the foregoing complaint is hereinafter called the "EPCRA Complaint"), which EPCRA Complaint includes a total proposed civil penalty of Ninety Two Thousand Dollars \$92,000.00) and which Mortgagor is engaged in good faith negotiations with the USEPA in furtherance of the settlement thereof) Mortgagor represents and warrants ("Mortgagor's Environmental Representations and Warranties") to Mortgagee:

(a) that none of the location, construction, occupancy, operation and use of the Property materially violates any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Property and in effect as of the date hereof, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws and federal, state and local health, safety and environmental laws, rules, judgments and regulations (all of the foregoing are collectively hereinafter called "Applicable Laws").

(b) without limitation of clause (a) above, none of the Property, Mortgagor, or to Mortgagor's best knowledge, any predecessor in interest to Mortgagor is or at any time has been in material violation of or subject to (i) any existing, pending or, to Mortgagor's best knowledge, threatened investigation or inquiry by any Governmental Authority (as hereinafter defined), or (ii) any cleanup, removal or remedial obligation under any Applicable Laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, Pub. L. No. 99-499, 100 Stat. 1613 (1986) (collectively "CERCLA"), the Toxic Substances Control Act ("TSCA") 15 U.S.C. §2601 et seq., the Clean Water Act ("CWA") 33 U.S.C. § 1251, et seq., the Safe Drinking Water Act ("SDWA") 42 U.S.C. §§ 300f-300(j)-10, the Clean Air Act ("CAA") 42 U.S.C. § 7401 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq. (1985), the Illinois Environmental Protection Act, ("Illinois Act") Ill. Rev. Stat. ch. 111½ §§1001 et seq. (all of the foregoing Applicable Laws and matters set forth

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in subsection (b) are hereinafter collectively called "Applicable Environmental Laws").

(c) Mortgagor has obtained all permits, licenses or similar authorizations from all applicable federal, state or local governmental or regulatory authorities including without limitation, the USEPA and the Illinois Environmental Protection Agency ("IEPA") (collectively "Governmental Authorities") necessary to construct, occupy, operate or use the Property or any buildings, improvements, fixtures or equipment forming a part of, and/or Hazardous Materials (as hereinafter defined) used at or on, and/or manufactured, generated, stored, treated, sold, transported to and/or from the Property by reason of any Applicable Environmental Law. Mortgagor, and to the best knowledge of Mortgagor, all prior owners or occupants of the Property, are and have been in material compliance with any and all Applicable Environmental Laws with respect to the Property and/or Mortgagor and/or Mortgagor's business at and use of the Property.

(d) To Mortgagor's best knowledge, no Hazardous Materials (as hereinafter defined) have been disposed, discharged or otherwise released on or to or injected into the Property except in material compliance with Applicable Environmental Laws, and to Mortgagor's best knowledge no radon gas concentration exceeding four (4) picocuries per liter ("4pCi/l") exists in any space in any building or improvement on, under or about the Property. Mortgagor's past and present uses have not and Mortgagor covenants that all of Mortgagor's intended uses of the Property will not result in the disposal, discharge or other release or threatened release or injection of any Hazardous Material on, under, over, and/or above or to the Property other than in the ordinary course of Mortgagor's business at the Property and in compliance with Applicable Environmental Laws.

(e) Except as disclosed in that certain Preliminary Environmental Assessment dated May 21, 1990 performed by Carlson, Knight, Kudrna, Inc. (the "CKK Report"), no space within any structure which constitutes a part of the Property or any building or improvement situated on the Property contains any asbestos-containing materials or formaldehyde insulation which is in a state of material disrepair or condition in violation of Applicable Environmental Laws, and no polychlorinated biphenyls have been stored in, released, discharged or contained in, on, at, under or over the Property or are or have been contained in any fixture to the Property in a manner which constitutes a material violation of Applicable Environmental Law. All structures which constitute a part of the Property and any building or improvement situated on the Property have been renovated and/or erected in compliance with, and Mortgagor covenants that no structure which constitutes a part of the Property or any building situated on the Property shall be demolished or renovated unless such demolition or renovation is conducted in compliance with the CAA as amended from time to time and all regulations promulgated thereunder, including without limitation, the National Emission Standards for Hazardous Air Pollutants ("NESHAPS") 40 C.F.R. 61.140 et seq. (1986), the Illinois Act, and the Municipal Ordinances of the City of Chicago, each as amended from time to time.

(f) Except as disclosed in the CKK Report, there is no Underground Storage Tank (as hereinafter defined) ("UST") located on, in, or under the Property nor has any UST at any time been removed from or abandoned-in-place at the Property, and to Mortgagor's best knowledge at no time has

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there been a release from any UST which has resulted in any Hazardous Material being released on any of the Property or into the environment.

(g) No liens affecting Mortgagor or the Property have been threatened and/or filed by any Governmental Authority pursuant to any Applicable Environmental Law or otherwise, and Mortgagor has not received any summons, directive, citation, notice, letter or other communication, whether written or oral (hereinafter collectively called a "Notice of Environmental Hazard") from any Governmental Authority, agency or instrumentality authorized pursuant to any Applicable Environmental Law, or any other person concerning any intentional or unintentional act or omission by Mortgagor or, with respect to the Property, any other person or entity which is likely to result in a material release, threatened release, disposal, discharge, or injection of any Hazardous Material on, to, under or about the Property. Except as generally described in that certain letter executed by George Phillips, dated June 6, 1990 regarding Mortgagor's potential CERCLA liability, Mortgagor has not received any notice of any material release, threatened release, disposal, discharge or injection of any Hazardous Material on, to, under or about the Property or of Mortgagor's material liability for any violation of any Applicable Environmental Law from any other person, including any potentially responsible party under CERCLA, the Illinois Act or any Applicable Environmental Law or any other person or member of any steering committee or other group who has been identified by any Governmental Authority or any other person as being potentially liable or responsible to participate in or for any expenditures incurred in the remedial investigation, cleanup, removal, closure or abatement of any Hazardous Material or UST from the Property.

(h) Mortgagor has neither merged with nor acquired any interest in any entity or person, nor is Mortgagor an owner or operator of any property other than the Property, which property, person and/or entity is (or are) regulated and is (or are) in material violation of any Applicable Environmental Law. For the purposes of this subsection (h), the terms "person," "owner," and "operator" shall have the meanings specified in CERCLA.

(i) Mortgagor has no partnership or joint venture relationship with any shareholder, officer, or employee of Mortgagor or any other person which (or who) is in material violation and/or which (or who) is likely to give rise to a material violation of any Applicable Environmental Law.

All of the foregoing representations and warranties made by Mortgagor shall be continuing and shall be true and correct for the period from the date hereof through and as of the date of the payment of all Liabilities and the performance of all obligations secured hereby and the release of this Mortgage with the same force and effect as if made each day throughout such period, and all such representations and warranties shall survive such payment, performance and release, forever. For the purposes of this Article XVI the term "Mortgagor" shall specifically mean and include Mortgagor and any employee, shareholder, partner, or officer of Mortgagor and any subsidiary of Mortgagor.

16.2 Mortgagor hereby indemnifies Mortgagee (Mortgagor's "Environmental Indemnification") as follows:

(a) Mortgagor agrees to indemnify and hold Mortgagee (which, as used in this Section 16.2, shall individually and collectively mean and include Mortgagee and any persons or entities owned or controlled by or affiliated with

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Mortgagee, any participant with or of Mortgagee in funding any Liabilities and the directors, officers, shareholders, employees and agents and counsel of Mortgagee) harmless from and against, and to reimburse Mortgagee with respect to any and all claims (including without limitation third party claims, whether for personal injury, death, or real or personal property damage or otherwise), demands, causes of action, administrative proceedings (including informal proceedings), loss (including losses arising out of the loss of priority of this instrument), judgments, damages, punitive damages, penalties, fines, liabilities (including sums paid in settlement of claims), interest, cost and expense (including attorneys' and paralegals' fees and disbursements) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Mortgagee at any time and from time to time by reason of or arising out of, directly or indirectly (i) the breach of any of Mortgagor's Representations or Warranties set forth in this Article XVI; (ii) the failure of Mortgagor to perform any covenant and/or other obligation in this Article XVI required to be performed by Mortgagor, (iii) the failure of Mortgagor to perform any obligation of Mortgagor under any Applicable Environmental Law or pursuant to any order or injunction which has been issued under authority provided by any Applicable Environmental Law, (iv) the presence, suspected presence, release or threatened or suspected release, of asbestos-containing materials, formaldehyde, radon gas or any Hazardous Material in, on, or under the Property, (v) any claim, action, demand, cause of action or damage relating to or in connection with any personal injury and/or death concerning or relating to the presence of asbestos, formaldehyde, radon gas or other Hazardous Materials in, on, or under the Property, and (vi) the ownership, construction, renovation, demolition, occupancy, operation, use and maintenance of the Property or any part thereof. Notwithstanding the foregoing, in the event Mortgagee becomes the owner of the Property by way of foreclosure of the lien hereof, deed in lieu of such foreclosure or otherwise, this indemnification shall thereafter remain in full force and effect; provided, however, this indemnity shall not apply with respect to matters caused by or arising out of the gross negligence or willful misconduct of Mortgagee.

(b) Except as provided in the preceding subsection (a), Mortgagor's Environmental Indemnification applies, without limitation, to any violation of any Applicable Environmental Law and any and all matters arising out of any act, omission, event or circumstance relating to the Property including, without limitation, the presence on the Property or release, threatened release, or discharge from the Property, of any Hazardous Material or other substance which is hazardous to health or environment, including without limitation radon gas, asbestos-containing materials and formaldehyde insulation disposed of, discharged or otherwise released, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence; provided, however, such indemnity shall not apply with respect to matters caused by or arising out of the gross negligence or willful misconduct of Mortgagee. Mortgagor's Environmental Indemnification shall survive the repayment of the Liabilities and the release of this instrument and shall continue thereafter in full force and effect provided, however, Mortgagor's Environmental Indemnification shall not apply to any acts or omissions of Mortgagee with respect to the Property, which acts and/or omissions of Mortgagee first occur (i) subsequent to date on which all of the Indebtedness Secured Hereby is paid and this instrument is released, (ii) Mortgagor is not in

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default hereunder or under the terms of any of the Related Documents, and (iii) Mortgagee's acts and/or omissions do not relate in any manner whatsoever to Mortgagor, Mortgagor's business at the Property and/or the exercise by Mortgagee of any rights, duties and/or obligations Mortgagee may have pursuant to this Mortgage and the Related Documents.

(c) Mortgagor shall indemnify Mortgagee pursuant to the Mortgagor's Environmental Indemnification regardless of whether the act, omission, facts, circumstances or conditions giving rise to such indemnification were caused in whole or in part by Mortgagee's negligence (whether by simple or, except as set forth above, by gross negligence).

(d) The provisions of Mortgagor's Environmental Indemnification contained in this Mortgage shall govern and control over any inconsistent provision in the Related Documents.

(e) Mortgagor's obligation and duty to indemnify Mortgagee pursuant to Mortgagor's Environmental Indemnification shall arise upon the occurrence of any of the events specified in Section 16.2(a)(i)-(v) or Mortgagee's receipt of notice or acquiring knowledge of any event specified in Section 16.2(a)(i)-(v). In no event shall Mortgagee be required to make any expenditure or bring any cause of action to enforce Mortgagor's obligation and liability under and pursuant to Mortgagor's Environmental Indemnification.

(f) Mortgagor's Environmental Indemnification obligation(s) shall be continuing and irrevocable, shall be binding upon Mortgagor and its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns. Mortgagor's obligations hereunder may not be assigned, and the dissolution of Mortgagor shall not affect Mortgagor's Environmental Indemnification obligation(s) or any of Mortgagor's obligations hereunder.

(g) If any provision of Mortgagor's Environmental Indemnification or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of Mortgagor's Environmental Indemnification and the application of such provision or provisions to any other parties and circumstances will not be affected thereby, the provisions of Mortgagor's Environmental Indemnification being severable in each and every instance.

(h) In the event of any disposition involving Mortgagor or substantially all of the assets and/or stock of Mortgagor to one or more persons or entities, the surviving entity or transferee of assets and/or stock as the case may be shall (i) be formed and existing under the laws of a state, district or commonwealth of the United States of America, and (ii) deliver to Mortgagee an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of Mortgagor under this Mortgage.

16.3 Mortgagor covenants and agrees not to cause or permit the installation of any UST in, under or on the Property or the presence, use, generation, release, discharge, storage, disposal, injection or transportation of any Hazardous Materials on, under, in, about, near, to or from the Property, except in compliance with Applicable Environmental Law, including any and all amendments to any such Law(s) from time to time. Notwithstanding the foregoing Mortgagor hereby covenants and agrees to remove (or repair, enclose or encapsulate the same in a manner reasonably acceptable to Mortgagee) from the Property all asbestos-

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containing materials which is (or are) in a dangerous condition or which become dangerous and to reduce the level of radon gas concentration below 4pCi/l if feasible with known technology immediately upon discovery thereof and to comply in all respects with all Applicable Environmental Laws governing such removal, enclosure, or encapsulation.

16.4 Mortgagor shall conduct and complete all investigations, studies, sampling, and testing and all remedial, removal, and other actions required by any Applicable Environmental Law, including any and all amendments to any such Law(s) from time to time, to clean up and remove any and all Hazardous Material(s) or any UST in, from or at any portion of the Property regardless of the source of such Hazardous Material(s) and take any and all actions necessary to reduce radon gas concentration to a level less than 4pCi/l in any structure or improvement or any enclosed space in any structure or improvement comprising any part of or located on the Property in accordance with all Applicable Laws and Applicable Environmental Laws, and in accordance with any orders and directives of all Governmental Authorities. Mortgagor shall: give written notice to Mortgagee immediately upon (i) Mortgagor's receipt of any Notice of Environmental Hazard or acquiring knowledge of the receipt of any such Notice of Environmental Hazard by any tenant or occupant of any portion of the Property or any owner, tenant or occupant of any real property contiguous to the Property and/or (ii) acquiring knowledge of the presence of any Hazardous Material other than in the ordinary course of Mortgagor's business at the Property, UST or radon gas concentration in excess of 4pCi/l on the Property or any part thereof or a condition at, on or above the Property which is resulting or could reasonably be expected to result in any material liability to Mortgagor or any material adverse environmental impact on any person, with a full description thereof. Mortgagor also shall promptly comply with all Applicable Environmental Laws requiring the notice, removal, treatment, or disposal of any Hazardous Material, UST or radon gas.

Mortgagor covenants and agrees that:

(a) The location, construction, renovation, remodeling, demolition, occupancy, operation and use of the Property shall not violate any Applicable Law(s), and/or Applicable Environmental Law(s) as any such Law(s) may be amended from time to time.

(b) Mortgagor shall promptly comply with any existing, pending and/or threatened investigation or inquiry by any Governmental Authority respecting Applicable Environmental Law(s) as amended from time to time.

(c) Mortgagor shall promptly clean up, remove and/or remediate any Hazardous Material and any other substance, material or thing required to be removed and/or remediated pursuant to Applicable Environmental Law, as amended from time to time.

16.5 Prior to (but in no event in excess of once per calendar year), or at any time and from time to time after the occurrence of a default hereunder, Mortgagee (by its officers, employees, directors or agents) may contract for the services of persons (the "Environmental Consultants") to perform environmental site assessments ("Site Assessments") on the Property or any part thereof for the purpose of determining whether there exists on the Property or any part thereof any condition that could result in any liability, cost, or expense to the owner, any occupier or tenant, or operator of the Property arising under any Applicable Environmental Laws. The Site Assessments may be performed at any time or times, upon

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reasonable notice to Mortgagor, as long as such Assessments do not unreasonably interfere with Mortgagor's use of the Property. The Environmental Consultants are authorized to enter upon the Property for such purposes and to perform both above and below the ground testing for environmental damage or the presence of any Hazardous Material, UST or radon gas concentration on the Property and such other tests on the Property as may be reasonably necessary to conduct the Site Assessments in the opinion of the Environmental Consultants. Mortgagor will furnish the Environmental Consultants such historical and operational information regarding the Property as may be reasonably requested by the Environmental Consultants to facilitate the Site Assessments and will make available for meetings with the Environmental Consultants appropriate personnel having knowledge of such matters.

16.6 In the event of a default by Mortgagor, in addition to the rights of Mortgagee under any other provision of this Mortgage, Mortgagee shall have the right, but not the obligation, without in any way limiting Mortgagee's other rights and remedies under this Mortgage, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise maintain and abate, any Hazardous Material, UST or radon gas on, under or affecting the Property or any part thereof which could result in an order, notice, suit, imposition of a lien on the Property, or other action affecting the Property or that in Mortgagee's sole opinion, could jeopardize Mortgagee's security under this instrument or impair the value of the Property. All costs and expenses paid or incurred by Mortgagee in the exercise of any such rights shall constitute Liabilities.

16.7 Mortgagor acknowledges that Mortgagee has and will rely upon the representations, covenants, warranties, indemnities and agreements herein set forth in closing and funding the loan evidenced by the Notes and that the delivery of the Environmental Representations and Warranties is an essential condition but for which Mortgagee would not close or fund the loan evidenced by the Notes. The representations, covenants, warranties, indemnities and agreements herein contained shall be binding upon Mortgagor, its successors, assigns and legal representatives and shall inure to the benefit of Mortgagee, its successors, assigns and legal representatives.

16.8 Unless specified to the contrary, as used in this Article XVI, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 C.F.R. 172.101, as amended from time to time, and/or listed by the USEPA as hazardous substances under or pursuant to 40 C.F.R. Part 302, as amended from time to time, and/or such substances, materials and wastes which are or become regulated under any Applicable Environmental Law, including without limitation (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) formaldehyde, (v) any material, waste or substance which is designated as a "hazardous substance" pursuant to Section 311 of the CAA, or listed pursuant to Section 307 of the CWA, (vi) any material, waste or substance which is defined as a "hazardous waste" pursuant to RCRA, (vii) any material, waste or substance which is defined as a "hazardous substance" pursuant to CERCLA, (viii) any material, waste or substance which is defined as a "contaminant" under SDWA, or (ix) any material, waste or substance which is defined as an "extremely hazardous substance" under Section 302 of CERCLA. The term "release" (or "released") shall have the meaning specified in CERCLA. The terms "disposal" (or "disposed"), "Underground Storage Tank", and "regulated substance" shall have the respective meanings specified in RCRA. The term "discharge" shall have the meaning specified in the CWA.

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Except as otherwise defined in the Mortgagor's Environmental Representations and Warranties, and for purposes of Sections 16.3, 16.4 and 16.5 and Mortgagor's Environmental Indemnification, in the event any of CERCLA, RCRA, CWA, CAA or SDWA is (or are) amended so as to broaden the meaning of any term defined thereby as such term is used and/or applied in Sections 16.3, 16.4 and 16.5, and Mortgagor's Environmental Indemnification, such broader meaning shall apply subsequent to the effective date of such amendment, and to the extent that the laws of the State of Illinois establish a meaning for "hazardous waste," "hazardous substance," "extremely hazardous substance," "release," "contaminant," "disposal", "discharge", "Underground Storage Tank" or "regulated substance" which is broader than that specified in CERCLA, RCRA, CWA, CAA or SDWA, such broader meaning shall apply to Sections 16.3, 16.4 and 16.5, and Mortgagor's Environmental Indemnification provision(s) of this Mortgage. In the event any substance or material would not qualify as a hazardous substance under CERCLA but would qualify under CWA, then in such event for such substance or material, the definition of hazardous substance contained in the CWA shall control.

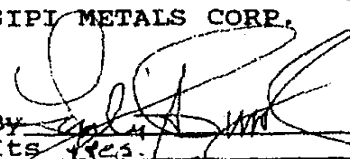
16.9 Notwithstanding anything to the contrary contained in this Mortgage in the event that any UST or any of the Collateral, as that term is defined in the Credit Agreement ("Collateral") (exclusive of any real property interest or fixtures deemed to be a part of any realty) contains or has been contaminated by or releases or discharges any Hazardous Material, Mortgagee may from time to time and at any time, and without the necessity for any notice to or consent by Mortgagor or any other person or entity, release such UST and/or such Collateral from the lien and security interests of this Mortgage or any other security agreement held by Mortgagee with respect to the Property or any other property and/or assets of Mortgagor.

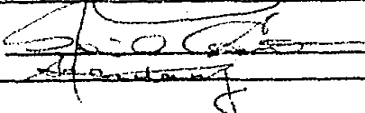
16.10 As a condition precedent to Mortgagee's obligation, if any, to close and fund the loan secured by this Mortgage, at its sole cost and expense, Mortgagor shall comply with the Illinois Responsible Property Transfer Act.

16.11 As used in this Article XVI, "material" shall mean any change(s), cost(s), charge(s), fee(s), demand(s), effect(s), matter(s), condition(s) and/or circumstance(s) that individually exceeds One Hundred Thousand and no/100ths Dollars (\$100,000.00), and in the aggregate is likely to exceed One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00).

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed on the day and year first above written.

SIPI METALS CORP.

By 
Its President

ATTEST: 
Its Notary Public

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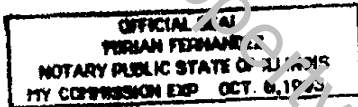
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Alvin Leonard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Leslie Ross, of Sipri Metals, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 this 27th day of June, 1990



Alvin Leonard
Notary Public
My Commission Expires: October 8, 1993

COOK COUNTY, ILLINOIS

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
DIVISION OF TAXATION
SALES TAX - GENERAL

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(SIPI METALS)

EXHIBIT A

LOTS 62 THROUGH 67 AND 71 THROUGH 72, BOTH INCLUSIVE, IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION OF VARIOUS BLOCKS IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS EXCEPT FOR THE FOLLOWING PARCEL:

LOT 67 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 67, 14.23 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 67; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY FACE OF A ONE STORY BRICK AND CONCRETE BUILDING, A DISTANCE OF 122.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 67, 2.98 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 67; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 67, A DISTANCE OF 2.98 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 67; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 67, A DISTANCE OF 122.73 FEET, TO THE POINT OF BEGINNING)

AND

THAT PART OF LOTS 54, 55, 56 AND 59 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION OF VARIOUS BLOCKS IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 54 AND RUNNING;

THENCE SOUTHWESTWARDLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 54, A DISTANCE OF 34.09 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO SIPI METALS CORPORATION BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 7, 1967 AS DOCUMENT NO. 20078948;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, (FORMING AN ANGLE OF 89 DEGREES, 37 MINUTES, 15 SECONDS, MEASURED FROM NORTHEAST TO SOUTHEAST), AND BEING THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND SO CONVEYED, A DISTANCE OF 130.48 FEET TO A DEFLECTION POINT IN SAID SOUTHWESTERLY LINE;

THENCE SOUTHEASTWARDLY, CONTINUING ALONG THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND SO CONVEYED, A DISTANCE OF 123.46 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 59 WHICH IS 40.21 FEET MEASURED ALONG SAID SOUTHEASTERLY LOT LINE, SOUTH WEST FROM THE SOUTH EAST CORNER OF SAID LOT 59;

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THENCE NORTHEASTWARDLY ALONG SAID SOUTHEASTERLY LINE OF LOT 59, SAID DISTANCE OF 40.21 FEET TO SAID SOUTH EAST CORNER OF LOT 59, AND THENCE NORTHWESTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 54, 55, 56 AND 59, A DISTANCE OF 252.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF LOTS 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION OF VARIOUS BLOCKS IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 54, AND RUNNING THENCE SOUTHWESTWARDLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 54 A DISTANCE OF 34.09 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO SIPI METALS CORPORATION BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 7, 1967 AS DOCUMENT NO. 20078948;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE (FORMING AN ANGLE WITH LAST DESCRIBED LINE OF 89 DEGREES, 37 MINUTES, 15 SECONDS MEASURED FROM NORTHEAST TO SOUTHEAST) AND BEING THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND SO CONVEYED A DISTANCE OF 130.48 FEET TO A DEFLECTION POINT IN SAID SOUTHWESTERLY LINE;

THENCE SOUTHEASTWARDLY CONTINUING ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF LAND SO CONVEYED A DISTANCE OF 123.46 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 59 WHICH IS 40.21 FEET (MEASURED ALONG SAID SOUTHEASTERLY LOT LINE) SOUTHWEST FROM THE SOUTHEAST CORNER OF SAID LOT 59;

THENCE SOUTHWESTWARDLY ALONG SAID SOUTHEASTERLY LINE OF LOT 59, AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 58, A DISTANCE OF 30.90 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 361.61 FEET TO A POINT WHICH IS 60.55 FEET MEASURED PERPENDICULARLY SOUTHWEST FROM THE NORTHEASTERLY LINE OF SAID LOT 51;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 804.02 FEET, A DISTANCE OF 151.94 FEET TO A POINT OF COMPOUND CURVE WHICH IS 41.84 FEET MEASURED PERPENDICULARLY, SOUTHWEST FROM THE NORTHEASTERLY LINE OF SAID LOT 48 THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 444.28 FEET, A DISTANCE OF 46.67 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 48, WHICH IS 29.37 FEET (MEASURED ALONG SAID NORTHWESTERLY LOT LINE) SOUTHWEST FROM THE NORTHEAST CORNER OF SAID LOT 48;

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THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF LOT 48, SAID DISTANCE OF 29.37 FEET TO THE NORTHEAST CORNER OF LOT 48, AND THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 48, 49, 50, 51, 52 AND 53, A DISTANCE OF 302.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOTS 46 AND 47 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION OF VARIOUS BLOCKS IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A CURVED LINE CONVEX TO THE SOUTH WEST, SAID LINE BEING A LINE, 15.0 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF THE MOST EASTERLY SPUR TRACK FOR THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS NOW LOCATED AND ESTABLISHED ACROSS SAID LOTS, SAID CURVED LINE HAVING A CHORD DIMENSION OF 69.83 FEET, WHICH SAID CHORD FORMS AN INTERIOR ANGLE OF 62 DEGREES 52 MINUTES 45 SECONDS FROM THE EASTERLY DIRECTION TO THE NORTHERLY DIRECTION WITH THE SOUTHERLY LINE OF SAID LOT 47, FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 47, SAID POINT BEING 30.02 FEET SOUTHWESTERLY OF THE SOUTH EAST CORNER OF SAID LOT 47, AND SAID CHORD ALSO FORMS AN INTERIOR ANGLE OF 25 DEGREES AND 27 MINUTES FROM THE SOUTHERLY DIRECTION TO THE SOUTHWESTERLY DIRECTION WITH THE EASTERLY LINE OF SAID LOT 46, FROM A POINT ON THE EASTERLY LINE OF SAID LOT 46 WHICH IS 30.42 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 46, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOTS 1 TO 9 TAKEN AS A TRACT IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 AFORESAID; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 TO 9 FOR A DISTANCE OF 125.42 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 60 DEGREES 08 MINUTES 24 SECONDS WEST 74.87 FEET; THENCE NORTH 29 DEGREES 51 MINUTES 36 SECONDS WEST AT RIGHT ANGLES THERETO 0.65 FEET;

THENCE SOUTH 60 DEGREES 20 MINUTES 14 SECONDS WEST 67.18 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 9 AFORESAID BEING 125.20 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

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AND

LOT 65 AND ALL OF THAT PART OF LOTS 58 TO 64, BOTH INCLUSIVE, AND OF THE SOUTHWESTERLY 25 FEET OF LOT 57 IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SAID SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A CURVED LINE 10 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF RAILROAD TRACK ACROSS SAID PREMISES WHICH IS A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEASTERLY LINE OF LOT 64 AFORESAID AT A POINT 10 AND 1/2 INCHES SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON A CURVED LINE RADIUS 563.69 FEET CURVE CONVEX TO THE NORTH WEST A DISTANCE OF 150.06 FEET TO A POINT OF COMPOUND CURVE;

THENCE CONTINUING SOUTHWESTERLY ON A CURVED LINE RADIUS 218.83 FEET A DISTANCE OF 90.59 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF LOT 57 AFORESAID WHICH POINT IS 8.85 FEET SOUTH EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 57, ALL IN COOK COUNTY, ILLINOIS.

AND

ALL THAT PART OF PROPOSED VACATED BESLY COURT, 50 FOOT WIDE, IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION OF VARIOUS BLOCKS IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTHWESTERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 59 TO THE SOUTHWEST CORNER OF LOT 60 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION AFORESAID AND SOUTHEASTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 47 TO THE SOUTHWEST CORNER OF LOT 72, (EXCEPTING FROM SAID PORTION OF PROPOSED VACATED BESLY COURT, THE TWO PORTIONS DESCRIBED BELOW).

EXCEPTION NO. 1

THE NORTHEASTERLY 1/2 OF PROPOSED VACATED BESLY COURT IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION, AFORESAID, LYING SOUTHWESTERLY AND ADJOINING THE FOLLOWING DESCRIBED TRACT:

LOT 67 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 67, 14.23 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 67; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY FACE OF A ONE STORY BRICK AND CONCRETE BUILDING, A DISTANCE OF 122.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT, 2.98 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 67; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF LOT 67, A DISTANCE OF 2.98 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 67; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 67, A DISTANCE OF 122.73 FEET, TO THE POINT OF BEGINNING), AND

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LOTS 68 THROUGH 70, BOTH INCLUSIVE, IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION, AFORESAID.

EXCEPTION NO. 2

THE NORTHEASTERLY 1/2 OF PROPOSED, VACATED BESLY COURT IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION, AFORESAID, LYING SOUTHWESTERLY AND ADJOINING LOTS 60 AND 61 IN SAID BLOCK 20.

ALSO

THE NORTHEASTERLY 1/2 OF PROPOSED VACATED BESLY COURT SOUTHWESTERLY AND ADJOINING LOT 72 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION AFORESAID.

ALSO

THAT PART OF THE SOUTHWESTERLY 1/2 OF PROPOSED VACATED BESLY COURT NORTHEASTERLY AND ADJOINING THE SOUTHEASTERLY 11.58 FEET OF LOT 46 IN BLOCK 20 IN CHICAGOLAND COMPANY'S SUBDIVISION AFORESAID.

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(Sipi Metals)

EXHIBIT B

1. Taxes not yet due and payable.
2. ENCROACHMENT OF BUILDING MAINLY ON THE LAND OVER THE
SOUTHEASTERLY LINE BY 7 OF A FOOT AND OVER THE
NORTHEASTERLY LINE AS DISCLOSED BY SURVEY BY
CHICAGO GUARANTY SEPTEMBER 30, 1989.
3. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN QUIT CLAIM
DEED FROM CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY, OF WISCONSIN, TO Sipi METALS CORPORATION, A CORPORATION
OF ILLINOIS, DATED FEBRUARY 11, 1969 AND RECORDED MARCH 4, 1969
AS DOCUMENT 20772480 RELATING TO FENCING OF LAND.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OR
FOR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.
4. RAILROAD RIGHT OF WAY FOR SWITCH TRACKS, IF ANY.
5. ORDINANCE RECORDED JULY 2, 1975 AS DOCUMENT 23137161 GRANTING THE
SANITARY DISTRICT A PERPETUAL EASEMENT, RIGHT AND AUTHORITY TO
CONSTRUCT, RECONSTRUCT, REPAIR, MAINTAIN AND OPERATE AN
INTERCEPTING SEWER, DRAIN AND OUTLET OF THE SANITARY DISTRICT OF
CHICAGO WITH APPURTENANCES THERETO, UPON, UNDER AND THROUGH
CERTAIN STREETS IN THE CITY OF CHICAGO LYING BE LAKE STREET AND
FULLERTON AVENUE ALONG BOTH BANKS OF THE NORTH BRANCH OF THE
CHICAGO RIVER AND ALONG THE NORTH BD OF THE CHICAGO RIVER.

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6. GRANT DATED FEBRUARY 26, 1925 AND RECORDED MARCH 5, 1925 AS DOCUMENT 8799863 FROM ILLINOIS STEEL COMPANY, A CORPORATION OF ILLINOIS, TO VOGLER SHILLO COMPANY, A CORPORATION OF ILLINOIS, OF THAT CERTAIN RIGHT AND EASEMENT TO CONSTRUCT, MAINTAIN AND OPERATE ONE SWITCH TRACK OF STANDARD GAUGE OVER AND ACROSS THOSE PORTIONS OF SUB LOTS 64 AND 65 OF LOT 1 OF CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 OF SHEFFIELD'S ADDITION BEING A PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH LIE SOUTH AND EAST OF THE MOST EASTERLY TRACK OF ILLINOIS STEEL COMPANY THEN LOCATED UPON SAID SUB LOTS (THEREINAFTER REFERRED TO AS THE 'CONNECTING TRACK') FOR THE PURPOSE OF A SWITCH TRACK CONNECTION BETWEEN SUB LOTS 1, 2, 3, 4 AND 5 OF LOT 1 OF CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 AFORESAID AND THE CONNECTING TRACK OF SAID ILLINOIS STEEL COMPANY SO LONG AS SAID CONNECTING TRACK SHOULD BE THERE MAINTAINED AND THE COVENANTS, CONDITIONS AND PROVISIONS THEREIN CONTAINED.

7. EASEMENT WITH FULL AND FREE RIGHT, LIBERTY AND AUTHORITY AT ALL TIMES THEREAFTER TO ENTER UPON, GO ACROSS AND OVER AND USE FOR THE PURPOSE OF A RAILROAD RIGHT OF WAY OVER:

THAT PART OF PARCEL 5 ON WHICH RAILROAD TRACKS, SWITCHES AND EQUIPMENT APPURTENANT THERETO WERE LOCATED ON THE DATE THEREOF, AS CONTAINED IN GRANT AS GRANTED TO UNITED STATES STEEL COMPANY BY THE PROCTER AND GAMBLE MANUFACTURING COMPANY IN AGREEMENT DATED SEPTEMBER 8, 1959 AND RECORDED SEPTEMBER 9, 1959 AS DOCUMENT 17653429.

8. SECURITY INTEREST OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY SIPI METALS CORPORATION, DEBTOR, AND FILED ON OCTOBER 4, 1988 AS NO. 88U24404

9. THE SPECIAL WARRANTY DEED FROM THE PROCTER AND GAMBLE MANUFACTURING COMPANY, AN OHIO CORPORATION, TO SIPI METALS CORP. A CORPORATION OF ILLINOIS, RECORDED FEBRUARY 15, 1977 AS DOCUMENT 23820562 MAY BE DEFECTIVE IN THAT:

1) THE PREAMBLE REFERS TO "ALL THAT PART OF LOTS 58 AND 64, INCLUSIVE, " ETC INSTEAD OF LOTS 58 TO 64 INCLUSIVE,

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2) THERE IS NO SECTION TOWNSHIP AND RANGE RECITED

SAID INSTRUMENT SHOULD BE CORRECTED, REACKNOWLEDGED AND RERECORDED OR A NEW DEED IN PROPER FORM SHOULD BE OBTAINED AND PLACED OF RECORD AND A DATE DOWN OF THIS COMMITMENT AND/OR POLICY SHOULD BE ORDERED TO COVER THE DATE OF RECORDING AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

10. CONSEQUENCES OF ANY ATTACK ON THE ESTATE OR INTEREST HEREIN INSURED UNDER ANY FEDERAL OR STATE LAW DEALING WITH BANKRUPTCY, INSOLVENCY OR CREDITORS' RIGHTS
11. ENCROACHMENT OF BUILDING LOCATED MAINLY ON THE LAND SOUTH EAST AND ADJOINING PARCEL 4, OVER AND ONTO PARCEL 4 BY AS MUCH AS .08 OF A FOOT AS DISCLOSED BY CHICAGO GUARANTEE SURVEY COMPANY DATED SEPTEMBER 30 1989.
12. WE NOTE THAT THE SURVEY BY CHICAGO GUARANTEE SURVEY COMPANY DATED SEPTEMBER 30, 1989 REVEALS A FENCE BETWEEN THE RAILROAD PROPERTY TO THE WEST AND PARCEL 22 AND PARCEL 5, WHICH CROSSES AND BLOCKS A PUBLIC STREET KNOWN AS WARANSIA AVENUE.
13. WITH REGARD TO THE PROPOSED VACATION OF BESLY COURT, WE NOTE THE FOLLOWING:
 - (A) RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO THAT PART OF THE LAND FALLING IN PROPOSED VACATED BESLY COURT
 - (B) RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC IN SAID PROPOSED VACATED BESLY COURT
 - (C) NOTE: OUR TITLE FINDING AS TO THAT PART OF THE LAND FALLING IN PROPOSED VACATED BESLY COURT IS BASED UPON THE ASSUMPTION THAT A PROPER ORDINANCE WILL BE PASSED BY THE CITY OF CHICAGO AND FILED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS

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14. EASEMENT CREATED BY GRANTS OF EASEMENT, DATED DECEMBER 27, 1989 AND JANUARY 2, 1990 AND RECORDED FEBRUARY 14, 1990 AS DOCUMENTS 90074232 90074233, 90074234 AND 90074235, MADE BY SIPI METALS CORP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1988 AND KNOWN AS TRUST NUMBER 105453-09, AND SILVERSTEIN AND PINSOFF, INC (RECORD TITLE-HOLDER OF LOTS 62-66 IN PARCEL 1 AND CORPORATE PREDECESSOR TO SIPI METALS CORPORATION) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 32800, RESPECTIVELY, TO THE COMMONWEALTH EDISON COMPANY OF A PERPETUAL RIGHT, EASEMENT, PERMISSION AND AUTHORITY TO CONSTRUCT, OPERATE, USE, MAINTAIN, REPAIR, RELOCATE, REPLACE, RENEW AND REMOVE POLES, CROSS ARMS WIRES, CABLES CONDUITS AND OTHER OVERHEAD OR UNDERGROUND EQUIPMENT OR BOTH FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY IN, UNDER, OVER, ACROSS AND ALONG PROPOSED VACATED BUSBY COURT BETWEEN BLOOMINGDALE AVENUE AND WABANSIA AVENUE
INCLUDES PROVISIONS FOR POSSIBLE RELOCATION OF EXISTING FACILITIES

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