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SERVICE MERCHANDISE COMPANY, INC.

DEPT-01 RECORDING

\$54.00

T#4444 TRAN 5437 07/05/90 11:26:00

#5015 # D *-90-320527

COOK COUNTY RECORDER

to

SOVRAN BANK/CENTRAL SOUTH

and

P. WILLIAMS

90320527

COLLATERAL ASSIGNMENT
OF
LEASES AND RENTS

Dated: June 28, 1990

Location: 15770 La Grange Road
Orland Park, Illinois

County: Cook

Permanent Tax No.: 27-16-403-006; Vol. 146

THIS INSTRUMENT PREPARED BY AND UPON
RECORDATION RETURN TO:

Messrs. Thacher Proffitt & Wood
2 World Trade Center
New York, New York 10048
Attention: Lawrence A. Swenson, Esq.

MAIL TO:
ED HELM
LAWYER'S TITLE INSURANCE
CORP.
708 THIRD AVE. AT 44th ST -
24th Floor
NEW YORK, NEW YORK 10017

File No.: 16018-0281

Title No.: NYC-90-10021 issued by Lawyers Title
Insurance Corporation 90-00014

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CASE NO. 90-00014 BE ③ OF 5

BOX 334

JY/00

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THIS ASSIGNMENT made as of the 28th day of June, 1990, by SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation, having its principal place of business at 1600 Vaden Boulevard, Brentwood, Tennessee 37027 ("Assignor") to SOVRAN BANK/CENTRAL SOUTH, a Tennessee banking corporation, having its principal place of business at One Commerce Place, Nashville, Tennessee 37219, as trustee and P. Williams, as co-trustee (collectively, the "Assignee"), for the benefit of the secured noteholders (the "Secured Noteholders") under that certain Trust Indenture dated June 28, 1990 among Assignor, the Subsidiary Guarantor (hereinafter defined), The Long-Term Credit Bank of Japan, Limited, New York Branch, as administrative agent (the "Administrative Agent") and Assignee.

W I T N E S S E T H :

That under the terms of that certain trust indenture (the "Indenture") dated June 28, 1990 among Assignee, Assignor, the Administrative Agent and the Subsidiary Guarantor (as defined in the Indenture) the Secured Noteholders have purchased notes dated the date hereof (collectively, the "Note") from Assignor in the aggregate principal amount of up to \$90,000,000.00 (the "Loan").

That the Note is (i) secured by, among other things, mortgages, deeds of trust and deeds to secure debt (collectively, the "Mortgage"), dated the date hereof, given by Assignor, as mortgagor, to Assignee, as mortgagee, encumbering, among other things (a) the Assignor's fee estate in the premises described in Exhibits A-1 - A-14 attached hereto (the "Fee Parcels"); (b) the Assignor's leasehold estate in the premises described in Exhibits A-15 - A-19 (the "Leasehold Parcels") and (c) the buildings, structures and fixtures thereon (the "Improvements"); and (ii) guaranteed by guaranty (the "Guaranty"), dated the date hereof, given by the Subsidiary Guarantor, which Guaranty is secured by mortgages, deeds of trust and deeds to secure debt (collectively the "Guaranty Mortgage") dated the date hereof, given by the Subsidiary Guarantor, as mortgagor, to the Assignee, as mortgagee, encumbering the Subsidiary Guarantor's fee and/or leasehold estates in certain other premises and the buildings, structures and fixtures thereon (also referred to as the "Improvements"). The Fee Parcels, the Leasehold Parcels, and the Improvements, including any and all Substitute Parcels (as defined in the Indenture) are individually referred to as a "Parcel" and collectively referred to as the "Mortgaged Parcels". The Mortgage, the Note, the Indenture, the Guaranty, as well as all other documents evidencing, securing or guaranteeing said loan, as they may be modified or amended, are hereinafter collectively referred to as the "Loan Documents".

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NOW THEREFOR, Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to Assignee the entire lessor's right, title and interest in and to all leases, subleases, licenses and other agreements (with respect to interests in real estate) affecting the use, enjoyment, or occupancy of all or any part of the Mortgaged Parcels and all extensions, amendments and modifications thereto, heretofore or hereafter entered into and all guaranties of such agreements (the "Leases"), this Assignment being effective with respect to all Leases without further or supplemental assignment;

TOGETHER WITH all rents, issues and profits with respect to interests in real estate (including all oil and gas or other mineral royalties and bonuses and all security deposits, to the extent assignable) from the use, enjoyment and occupancy of the Mortgaged Parcels (hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the principal sum of the Loan to be paid with interest according to the Note and all other Loan Documents (said indebtedness, interest and all other sums due under the Loan Documents, hereinafter collectively referred to as the "Debt").

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Loan Documents.

ASSIGNOR WARRANTS that (i) Assignor is the sole owner of the entire lessor's right, title and interest in the Leases; (ii) the Leases are valid and enforceable and have not been altered, modified or amended in any material manner whatsoever except as previously disclosed to Assignee in writing; (iii) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated except pursuant to the Permitted Encumbrances (as defined in the Indenture); (iv) none of the Rents have been collected for more than one (1) month in advance other than Rents which are payable quarterly, semi-annually or annually in accordance with the terms of the Leases; (v) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Parcels; (vi) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (vii) there exist no offsets or defenses to the payment of any portion of the Rents.

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ASSIGNOR COVENANTS with Assignee that Assignor, upon request, shall furnish Assignee with executed copies of all Leases. In addition, all renewals of Leases and all Leases entered into after the date hereof shall provide for rental rates comparable to existing local market rates and shall be arms-length transactions, provided however with regard to existing leases which currently provide for renewal rights, the rental rates for the Leases as renewed shall constitute existing local market rates for the purposes of this paragraph. Assignor shall not enter into any Lease which would cause Assignor to operate a) a retail facility containing less than 44,000 square feet on a Parcel, or b) Mortgaged Parcels, which in the aggregate do not contain retail facilities averaging at least 47,000 square feet (a retail facility containing 44,000 square feet or more is hereinafter referred to as a "Facility") on any one Parcel without the prior written approval of Assignee; provided however, in the case of a Parcel where Assignor has ceased operating a Facility, but Assignor has not defaulted in the performance of its obligations under this paragraph, Assignor may enter into any Leases of less than 20,000 square feet each without the prior written approval of Assignee. Assignor (i) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Debt; (ii) shall promptly send copies to Assignee of all notices of default which Assignor shall send or receive thereunder; (iii) shall use its best efforts to enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the lessee thereunder to be observed or performed, short of termination thereof; (iv) shall not collect any of the Rents more than one (1) month in advance (provided however, this clause shall not prohibit Assignor from collecting rent from Leases which Assignor, in the ordinary course of business, consistent with past practices, collects, quarterly, semi-annually or annually); (v) shall not execute any other assignment of lessor's interest in the Leases or the Rents; (vi) shall not alter, modify or change the terms of the Leases in any material respect (it being agreed that a modification of a lease which provided for the payment of rent in monthly installments, to any installment interval longer than one month shall constitute a material modification) without the prior written consent of Assignee, or cancel or terminate the Leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of any Parcel or of any interest therein so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of lessees thereunder; (vii) shall not alter, modify or change the terms of any guaranty of the Leases in any material respect or cancel or terminate such guaranty without the prior written consent of Assignee; (viii) shall not consent to any assignment of or subletting under the Leases not in accordance with their terms, without the prior written consent of Assignee; and (ix) shall execute and deliver at the request of

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Assignee all such further assurances, confirmations and assignments in connection with the Mortgaged Parcels as Assignee shall from time to time require. Notwithstanding the foregoing provisions, with respect to Mortgaged Parcels where Assignor is operating a Facility, Assignor may modify, amend, supplement, cancel or accept the termination of any Lease, or modify, amend, supplement, cancel or terminate any guaranty of any Lease in the ordinary course of business in a manner consistent with past practices. In addition, with respect to Mortgaged Parcels where Assignor is operating a Facility, Assignor may enter into Leases of less than 20,000 square feet each without the prior written approval of Assignee, provided such Leases conform to the requirements set forth in this paragraph. Assignee shall grant non-disturbance to any tenant, provided the proposed Lease is otherwise in compliance with the requirements of this paragraph and the proposed Lease provides (A) there shall be no offsets binding on the Assignee against the payment of rent; (B) there shall be no provisions for "stepdowns" or reductions in base rent over the term of the Lease; (C) the tenant shall have no option to purchase or right of first refusal with respect to the sale of the Parcel subject to the Lease; (D) there shall be no free rent at the end of the Lease term; (E) no use shall be permitted which does not comply with any existing certificate of occupancy; (F) the tenant shall be required to provide Assignee with an estoppel certificate upon the reasonable request of Assignor or Assignee; (G) the term shall be for at least five (5) years; (H) no structural alterations shall be permitted which would adversely affect (i) the outside appearance of the Improvements; (ii) the strength and structural integrity of the Improvements; (iii) any part of the Improvements other than the space demised under the Lease; and (iv) the proper functioning of the mechanical, electrical, sanitary, plumbing and other service systems, or increase the use of such systems by the tenant beyond the tenant's allocable portion thereof; (I) the Lease shall be subordinate to the Mortgage and the tenant shall agree to attorn to Assignee in the event Assignee acquires title to the Mortgaged Parcel; (J) the tenant shall not be released from personal liability in the event of an assignment or sublease of the Lease; and (K) neither Assignor nor tenant shall have the right to cancel the Lease except in the event of a default under the Lease or the failure to satisfy a condition requiring the completion of tenant finish work by a date designated in the Lease; (L) neither Assignee nor anyone claiming under Assignee shall be liable for any act or omission of any prior landlord (including, without limitation, the then defaulting landlord); (M) neither Assignee nor anyone claiming under Assignee shall be subject to any offsets or defenses which such tenant may have against any prior landlord (including, without limitation, the then defaulting landlord); (N) neither Assignee nor anyone claiming under Assignee shall be bound by any payment of rent which such tenant might have paid for more than the current month or other customary rental period to any prior landlord (including, without

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limitation, the then defaulting landlord) other than security deposits and any other amounts deposited with any prior landlord (including, without limitation, the then defaulting landlord) or Assignee in connection with the payment of insurance premiums, real property taxes and assessments and other similar charges or expenses; and (O) neither Assignee nor anyone claiming under Assignee shall be bound by any covenant to undertake or complete any construction of the premises or any portion thereof demised by such Lease.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignee is hereby granted and assigned by Assignor the right to enter any Parcel for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph 1, Assignee grants to Assignor a revocable license to operate and manage each Parcel and collect all Rents. Upon or at any time after an Event of Default (as such terms are defined in the Mortgage) which is continuing, the license granted to Assignor herein may be revoked by Assignee and Assignee may enter upon any Parcel, and collect, retain and apply the Rents toward payment of the Debt in accordance with the Note, the Indenture and the other Loan Documents.

2. Remedies of Assignee. Upon or at any time after the occurrence and continuance of an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, revoke the license granted in paragraph 1 of this Assignment and take possession of any of the Mortgaged Parcels and have, hold, manage, lease and operate any of the Mortgaged Parcels on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of any of the Mortgaged Parcels in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Parcels, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Parcels, including, without being limited thereto, all taxes, charges, claims,

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assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Parcels; and (b) the Debt in accordance with the Note, the Indenture and the other Loan Documents, together with all costs and reasonable attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence and continuance of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of any Parcel in which Assignor is the lessor under Leases for greater than 90% of the gross leasable square footage of such Parcel as may be occupied by Assignor or may require Assignor to vacate and surrender possession of such Parcel to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of this paragraph 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Parcels. The exercise by Assignee of the option granted it in this paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let any Mortgaged Parcels after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Parcels after default unless such loss is caused by the gross negligence, willful misconduct and bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the other Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby and the Mortgage and the other Loan Documents immediately due and payable. Provided

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however, Assignor shall have no liability under this paragraph 3 to indemnify Assignee for Assignee's gross negligence and willful misconduct. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Parcels upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Parcels by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Parcels, including without limitation the presence of any Hazardous Materials (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Mortgaged Parcels resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Mortgaged Parcels upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that an Event of Default exists thereunder, under the other Loan Documents or a default exists under this Assignment, to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of any of the Mortgaged Parcels by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. Conflict of Terms. In case of any conflict

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between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Parcels or any part thereof or interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Parcels" shall include any portion of the Mortgaged Parcels and any interest therein, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Indenture, the Mortgage, this Assignment and the other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note, the Indenture or the other Loan Documents, (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Parcels, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage, the Indenture or the other Loan Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate,

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distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

15. Termination of Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed by Assignee, this Assignment shall become void and of no effect.

16. Assignee's Consent. In the event the consent or approval of Assignee is required pursuant to any provision of this Assignment, Assignee shall give such consent or approval only upon the receipt of written direction from such Holders (as defined in the Indenture) of not less than a majority in principal amount of the Secured Notes (as defined in the Indenture) at the time outstanding.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Parcels.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

SERVICE MERCHANDISE COMPANY,
INC., a Tennessee corporation

Attest: C. E. Bain

C. E. Bain,
Assistant Secretary

By: S. P. Braud
Name: S. P. Braud,
Title: Vice President

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ACKNOWLEDGEMENT - IL

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

I, Lissette Suarez, a Notary Public in and for the State and County aforesaid, do hereby certify that S.P. Braud, personally known to me to be the Vice President of SERVICE MERCHANDISE COMPANY, INC., a corporation organized under the laws of the State of Tennessee, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 21th day of June, 1990.

Lissette Suarez

LISSETTE SUAREZ
Notary Public, State of New York
No. 24-4944248
Qualified in Kings County
Commission Expires November 14, 1990

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ACKNOWLEDGEMENT - IL

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

I, Lissette Suarez, a Notary Public in and for the State and County aforesaid, do hereby certify that C. E. Bain, personally known to me to be the Assistant Secretary of SERVICE MERCHANDISE COMPANY, INC., a corporation organized under the laws of the State of Tennessee, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of June, 1990.

Lissette Suarez

LISSETTE SUAREZ
Notary Public, State of New York
No. 24-494248
Qualified in Kings County
Commission Expires November 14, 1990

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FEE PARCELS

EXHIBITS A-1 - A-14

Property of Cook County Clerk's Office

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SMC # 024
Huntsville, Alabama

EXHIBIT A-1

All that part of the Southeast quarter of Section 2, Township 4 South, Range 1 West in the City of Huntsville, Madison County, Alabama, particularly described as beginning South 00 degrees 17 minutes West 30.16 feet, South 88 degrees 45 minutes West 727.36 feet, South 18 degrees 31 minutes West 685.74 feet, South 00 degrees 23 minutes West 189.55 feet, North 78 degrees 08 minutes 30 seconds East 642.0 feet and South 11 degrees 52 minutes East 196.9 feet from the center of the East boundary of said Section 2; thence from the place of true beginning South 11 degrees 52 minutes East along the West margin of Memorial Parkway 500.0 feet; thence South 78 degrees 05 minutes 52 seconds West 609.41 feet to a point on the East margin of a 20.0 foot sanitary sewer easement as of record in Deed Book 265, page 518, Probate Records of said County; thence North 10 degrees 41 minutes 18 seconds West along the said East margin of the 20.0 foot sanitary sewer easement 500.08 feet; thence North 78 degrees 05 minutes 41 seconds East 599.13 feet to the place of beginning and containing 6.94 acres.

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SMC # 280
Leesburg, Florida

EXHIBIT A-2

PARCEL A:

Commencing at the intersection of the East line of lot 1 in Silver Lake Addition "A", according to the plat thereof as recorded in Plat Book 5, page 41, Public Records of Lake County, Florida, with the South line of Section 16, Township 19 South, Range 25 East, Lake County, Florida, run South 89°48'00" West, along said Section line 466.52 feet; thence North 13°44'00" East, 316.70 feet, more or less, to the Southerly line of the right of way of U.S. Highway 441; run thence North 68°19'00" West, along said Southerly right of way line 200.00 feet to the point of beginning of this description. From said point of beginning, continue North 68°19'00" West, along said Southerly right of way line 350.00 feet; thence South 21°41'00" West, 350.70 feet; thence South 68°19'00" East, 205.46 feet; thence South 0°12'00" East, 110.69 feet, more or less, to the South line of aforesaid Section 16; thence run North 89°48'00" East, along said South line 170 feet; thence North 13°44'00" East, 393.84 feet, more or less, to the point of beginning.

PARCEL B:

Commencing at the intersection of the East line of lot 1 in Silver Lake Addition "A", according to the plat thereof as recorded in Plat Book 5, page 41, Public Records of Lake County, Florida, with the South line of Section 16, Township 19 South, Range 25 East, Lake County, Florida, run South 89°48'00" West, along said Section line a distance of 466.52 feet; thence North 13°44'00" East, a distance of 316.70 feet, more or less, to the Southerly line of the right of way of U.S. Highway 441; thence run North 68°19'00" West, along said Southerly right of way line 550.00 feet to a concrete monument and the point of beginning of this description; from said point of beginning, run South 21°41'00" West, 350.70 feet to a concrete monument; thence North 60°04'23" West, 80.84 feet to a concrete monument; thence North 21°41'00" East, 339.11 feet to a concrete monument on the Southerly line of the right of way of said Highway 441; thence South 68°19'00" East, along said right of way line 80.0 feet to the point of beginning.

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PARCEL C:

Together with the easements granted by that certain Dedication Agreement dated May 29, 1984 and recorded in Official Record Book 809, page 919, Public Records of Lake County, Florida.

Property of Cook County Clerk's Office

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SMC # 281
Gainesville, Florida

EXHIBIT A-3

A tract of land situated in the SW 1/4 of Section 33, Township 9 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: COMMENCE at the SE corner of the SW 1/4 of Section 33, Township 9 South, Range 19 East, and run North 89 degrees, 23 minutes, 10 seconds West, along the South line of said Section 33, a distance of 731.01 feet; thence run North 00 degrees, 14 minutes, 09 seconds East, 397.65 feet; thence run North 89 degrees, 45 minutes, 51 seconds West, 60.00 feet; thence run North 00 degrees, 14 minutes, 09 seconds East, 88.57 feet; thence run North 89 degrees, 45 minutes, 51 seconds West, 20.00 feet; thence run North 00 degrees, 14 minutes, 09 seconds East, along the West Right-of-Way line of NW 69th Terrace, 616.27 feet; thence run North 89 degrees, 49 minutes, 31 seconds West, 572.80 feet to the Point of Beginning; thence continue North 89 degrees, 49 minutes, 31 seconds West, 750.00 feet to the Northerly Right-of-Way line of Interstate Highway No. 75; thence run South 48 degrees, 43 minutes, 34 seconds East, along said Northerly Right-of-Way line, 206.81 feet; thence run South 56 degrees, 29 minutes, 30 seconds East, along said Northerly Right-of-Way line, 711.15 feet; thence leave said Northerly Right-of-Way line and run North 00 degrees, 10 minutes, 29 seconds East, 526.74 feet to the Point of Beginning.

Together with all right, title, and interest of Service Merchandise Company, Inc. in and to the easements granted by that certain Signage Easement dated January 26, 1988, filed February 4, 1988, and recorded in Official Records Book 1688, page 2270 of the Public Records of Alachua County, Florida.

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SMC # 021
Doraville, Georgia

EXHIBIT A-4

All that tract or parcel of land lying and being in Land Lot 320 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin set on the southeasterly right of way of Buford Highway (100 foot right of way), said iron pin being located 213.00 feet southwesterly from the point of intersection of the southeasterly right of way of Buford Highway with the southwesterly right of way of McElroy Drive; thence south $46^{\circ} 15' 42''$ east 359.09 feet to an iron pin set on the southwesterly right of way of McElroy Road (29.51 feet from centerline); thence south $13^{\circ} 40' 02''$ east along said right of way 145.25 feet to an iron pin set; thence south $87^{\circ} 51' 55''$ west 171.06 feet to an iron pin set; thence south $21^{\circ} 01' 02''$ west 328.19 feet to an angle iron found; thence north $45^{\circ} 46' 06''$ west 489.90 feet to an iron pin set on the southeasterly right of way of Buford Highway; thence north $43^{\circ} 49' 30''$ east along said right of way 499.50 feet to an iron pin set marking the TRUE POINT OF BEGINNING.

The foregoing property is described in accordance with a survey prepared for Sovran Bank\Central South, Lawyers Title Insurance Corporation and Service Merchandise by Hill-Fister Engineers, Inc. dated June 14, 1989, last revised March 12, 1990, bearing the certification James R. Fister, Georgia Registered Land Surveyor No. 1821.

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SMC # 265
Lansing, Illinois

EXHIBIT A-5

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being:

Parcel 1:

Lot 8 (except that part described as follows:

Beginning at the Northeast corner of Lot 10, thence North 0 degrees 15 minutes 50 seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 degrees 44 minutes 10 seconds West a distance of 15.0 feet to the West line of Lot 8; thence South 0 degrees 15 minutes 50 seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 degrees 44 minutes 10 seconds East a distance of 15.0 feet to the point of beginning)

ALSO

The South 9.5 feet of the East 18.25 feet of the West 33.0 feet of Lot 9; also the South 1.00 foot of the East 241 feet of Lot 9;

ALSO

That part of Outlot A described as follows.

Commencing at the Most Southwesterly corner of Lot 9, thence South 89 degrees 44 minutes 10 seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning; thence continuing South 89 degrees 44 minutes 10 seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 degrees 15 minutes 50 seconds West a distance of 168.5 feet; thence North 89 degrees 44 minutes 10 seconds West a distance of 3.25 feet; thence North 0 degrees 15 minutes 50 seconds East a distance of 168.5 feet to the point of beginning;

all in The Landings Planned Unit Development, being a subdivision of part of the Southwest Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Perpetual, non-exclusive easements for the purpose of parking, ingress and egress, and common utility facilities as set forth in Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document Number 85149087 and as created by Deed from Amalgamated Trust & Savings Bank, as Trustee

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under Trust Agreement dated June 21, 1984 and known as Trust No. 4951, to Service Merchandise Company, Inc., recorded October 15, 1985 as Document Number 85235395 and as amended by First Amendment to said Declaration recorded December 18, 1985 as Document Number 85329731 and as further amended by Second Amendment to said Declaration recorded March 11, 1988 as Document Number 88103519, over and across "Common Area" as such is defined and limited therein.

Parcel 3:

Perpetual, non-exclusive easements for ingress and egress and utility facilities as set forth in Road and Utility Reciprocal Easement Agreement dated July 31, 1985 recorded August 16, 1985 as Document Number 86446672, over that portion of North Edge Road right of way as defined and limited therein.

Commonly known as:
16795 Torrence Avenue
Lansing, Illinois

Permanent Tax Numbers:

30-19-300-019
30-19-300-020
30-19-300-029

Volume:

225 (Affects Lot 8)
225 (Affects Lot 9)
225 (Affects Outlot A)

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SMC # 549
Mundelein, Illinois

EXHIBIT A-6

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being:

Parcel 1:

Lot 4 (except the East 401.50 feet and also excepting the North 69.0 feet thereof) all in Cel-Tax Subdivision, being a subdivision of part of the South West quarter of Section 31, Township 44 North, Range 11, East of the Third Principal Meridian, and part of the North West quarter of Section 6, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1979 as Document 2009073, in Book 71 of Plats, Page 18, in Lake County, Illinois,

ALSO,

Parcel 2:

That part of the South West quarter of Section 31, Township 44 North, Range 11 East of the Third Principal Meridian, and that part of the North West quarter of Section 6, Township 43 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the South East corner of said South West quarter of Section 31; thence North along the East line of said South West quarter 269.87 feet; thence North 56 degrees 26 minutes 00 seconds West 346.55 feet to a point 462.32 feet North of the South line of said South West quarter of Section 31; thence West 562.43 feet to the North East corner of Cel-Tax Subdivision, recorded July 23, 1979, as Document 2009073; thence continuing along the North line of said Cel-Tax Subdivision 640.00 feet to the North West corner of said Cel-Tax Subdivision; thence South along the West line of said Cel-Tax Subdivision 69.0 feet for a place of beginning; thence West perpendicular to the last described line 174.0 feet; thence South perpendicular to the last described line and parallel with said West line of Cel-Tax Subdivision 410.0 feet; thence South 69 degrees 31 minutes 08 seconds East 185.74 feet to a point in said West line of Cel-Tax Subdivision; thence North along said West line of Cel-Tax Subdivision 474.99 feet to the place of beginning, in Lake County, Illinois.

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Property of Cook County Clerk's Office

Together with the easements granted by the Reciprocal Easement and Operating Agreement dated November 3, 1980 and recorded as Document Number 2094885,

Commonly known as:
340 Townline Road
Mundelein, Illinois

Permanent Tax Numbers:
11-31-318-003 (Affects part of Parcel 1)
11-31-300-068 (Affects part of Parcel 1)
15-06-107-005 (Affects part of Parcel 2)
15-06-100-032 (Affects part of Parcel 2)

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SMC # 171
Louisville, Kentucky

EXHIBIT A-7

Property situated in the County of Jefferson, State of Kentucky, more particularly described as follows:

BEING Tract # 2, a 5.288 acre tract, as shown on plat recorded in Deed Book 5700, Page 258, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

TOGETHER WITH those easement rights and other right granted under that certain Reciprocal Easement and Development Agreement by and between Crow-Kessler #3 Limited Partnership and Service Merchandise Company, Inc. dated August 7, 1987, and recorded in Deed Book 5700, Page 264, in the aforesaid Clerk's Office. Said Instrument was re-recorded in Deed Book 5703, Page 345, and amended in Deed Book 5797, Page 644, and amended in Deed Book 5834, Page 938. Said Instrument was amended by Third Amendment to Reciprocal Easement and Development Agreement dated June 30, 1989, and recorded in Deed Book 5876, Page 312, and amended further by Fourth Amendment to Reciprocal Easement and Development Agreement dated July 18, 1989, and recorded in Deed Book 5881, Page 45, all in the aforesaid Clerk's Office.

BEING all the remaining property acquired by Service Merchandise Company, Inc. by Deed dated February 27, 1984, and recorded in Deed Book 5402, Page 264, in the aforesaid Clerk's Office.

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SMC # 283
Toledo, Ohio

EXHIBIT A-8

Parcel I: That part of the west 1/2 of the northwest 1/4 of Section 20, Town 9 south, Range 7 east, CITY of TOLEDO, LUCAS COUNTY, OHIO, bounded and described as follows:

Commencing at the intersection of the centerline of Monroe Street with the east line of the west 1/2 of the northwest 1/4 of Section 20; thence northwesterly along the centerline of Monroe Street, a distance of 52.25 feet to the point of beginning of the parcel herewith described; thence southwesterly along a line forming an angle of 94 degrees 25 minutes 30 seconds with the centerline of Monroe Street, measured from west to south, a distance of 175.98 feet; thence southeasterly parallel to the centerline of Monroe Street, a distance of 156.04 feet to a point on the east line of the west 1/2 of the northwest 1/4 of Section 20, thence southerly along the east line of the west 1/2 of the northwest 1/4 of Section 20, a distance of 338.53 feet; thence westerly at right angles to the east line of the west 1/2 of the northwest 1/4 of said Section 20, a distance of 330.0 feet; thence northerly parallel to the east line of the west 1/2 of the northwest 1/4 of said Section 20, a distance of 559.29 feet; thence southeasterly along a line parallel to the centerline of Monroe Street, a distance of 190.84 feet; thence northeasterly along a line forming an angle of 85 degrees 34 minutes 30 seconds with the last described line measured from northwest to northeast, a distance of 175.98 feet to a point on the centerline of Monroe Street; thence southeasterly along the centerline of Monroe Street, a distance of 50.15 feet to the point of beginning, containing 3.603 acres, excepting from the above described parcel, that part thereof granted to the State of Ohio in Common Pleas Court, Cause #204006.

Subject to legal highways.

Parcel II: That part of the west 1/2 of the northwest 1/4 of Section 20, Town 9 south, Range 7 east, CITY of TOLEDO, LUCAS COUNTY, OHIO, bounded and described as follows:

Commencing at the intersection of the center line of Monroe Street with the east line of the west 1/2 of the northwest 1/4 of Section 20; thence northwesterly along the center line of Monroe Street, a distance of 102.40 feet to the point of beginning of the Parcel herewith described; thence southwesterly along a line forming an angle of 94 degrees 25 minutes 30 seconds with the center line of Monroe Street, measured from west to south, a distance of 175.98 feet; thence northwesterly parallel to the center line of Monroe Street, a distance of 95.42 feet; thence northeasterly along a line forming an interior angle of 110

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degrees 27 minutes 30 seconds, a distance of 187.27 feet to the center line of Monroe Street; thence southeasterly along the center line of Monroe Street, a distance of 147.31 feet to the point of beginning, containing .4889 acres of land, but subject to legal highways.

Parcel III: That part of the west 1/2 of the northwest 1/4 of Section 20, Town 9 south, Range 7 east in the CITY of TOLEDO, LUCAS COUNTY, OHIO, bounded and described as follows:

Beginning at the intersection of the center line of Monroe Street with the east line of the west 1/2 of the northwest 1/4 of Section 20; thence southerly along said east line of the west 1/2, a distance of 211.09 feet; thence northwesterly along a line drawn parallel to the said center line of Monroe Street, a distance of 156.04 feet; thence northeasterly along a line forming an interior angle of 94 degrees 25 minutes 30 seconds, a distance of 175.98 feet to a point in the said center line of Monroe Street; thence southwesterly along the said center line a distance of 52.25 feet to the point of beginning.

Subject to legal highways.

Together with those non-exclusive easement rights inuring to the benefit of said premises for parking purposes and for pedestrian and vehicular ingress to and egress from said premises over portions of the Replat of Monroe Secor Park westerly of and adjacent to said premises established, created, defined and limited by Reciprocal Easement Agreements recorded in Deed Records 83-040 B 10 and in Volume 99 of Plats, pages 19 and 20, in Reciprocal Easement Modification Agreement No. 1, recorded in Deed Records 83-398 A 01, in Reciprocal Easement Modification Agreement No. 2, recorded in Deed Records 84-297 B 08, in Reciprocal Easement Modification Agreement No. 3, recorded in Deed Records 84-460 B 03, in Reciprocal Easement Modification Agreement No. 4, recorded in Deed Records 85-508 B 09, in Reciprocal Easement Modification Agreement No. 5, recorded in Deed Records 86-091 A 11, and in Reciprocal Easement Modification Agreement No. 6, recorded in Deed Records 86-192 A 10, and Exhibit D-6 thereto recorded in Volume 110 of Plats, page. 13.

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SMC # 785
Allentown, Pennsylvania

EXHIBIT A-9

ALL THAT CERTAIN tract of land situate on the easterly side of Catasaugua Road (T-829) in Hanover Township, Lehigh County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly right-of-way line of Catasaugua Road (T-829) and 80.00 feet eastwardly from the centerline of said road, said point of beginning being located S 29 degrees 00' 00" W 520.99 feet from a point at the northwesterly corner of land of Aries, Gottlieb Allentown Joint Venture; thence from the point of beginning and along Lot #2 the nine following courses and distances, (1) S 61 degrees 00' 00" E 280.00 feet to a point, (2) N 29 degrees 00' 00" E 1.00 foot to a point, (3) S 61 degrees 00' 00" E 232.00 feet to a point, (4) N 29 degrees 00' 00" E 45.00 feet to a point, (5) S 61 degrees 00' 00" E 12.00 feet to a point, (6) N 29 degrees 00' 00" E 12.00 feet to a point, (7) S 61 degrees 00' 00" E 47.00 feet to a point, (8) S 29 degrees 00' 00" W 57.00 feet to a point, and (9) S 61 degrees 00' 00" E 203.00 feet to a point; thence (10) along "Kelchner Terrace" subdivision S 8 degrees 23' 00" E 149.94 feet to a point; thence (11) along land now or late of Hanover Township, S 81 degrees 16' 00" W 133.73 feet to a point; thence along Lot #4 the three following courses and distances, (12) N 61 degrees 00' 00" W 485.29 feet to a point, (13) S 29 degrees 00' 00" W 151.00 feet to a point, and (14) N 61 degrees 00' 00" W 230.00 feet to a point; thence along Lot #5 the two following courses and distances, (15) N 29 degrees 00' 00" E 58.26 feet to a point, and (16) N 61 degrees 00' 00" W 50.00 feet to a point of intersection of a curve (90.00 feet eastwardly from the centerline of the aforementioned Catasaugua Road) with said easterly right-of-way line (not tangent); thence (16) along the easterly right-of-way line of said Catasaugua Road (80.00 feet eastwardly from the extended centerline of Catasaugua Road) N 29 degrees 00' 00" E 292.74 feet to the point of place of beginning.

BEGINNING all as shown on a plan titled "Final Plan, Proposed Commercial Development, Aries, Gottlieb Allentown Joint Venture, dated June 19, 1979, plan #P-2095, as prepared by F & M Associates, Inc., Consulting Civil Engineers, Allentown, Pennsylvania.

Together with the easements as described by a Declaration dated November 16, 1979 recorded at Book 426, Page 301 and as amended in the First Amendment to Declaration dated November 12, 1982 in Miscellaneous Book 459 Page 663.

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SMC # 985

Nashville/McNally, Tennessee

EXHIBIT A-10

A tract of land situated in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, more particularly described as follows:

Beginning at an iron pin found in the southerly right-of-way line of McNally Drive at the northeast corner of that parcel of land conveyed to William R. Sattler of record in Deed Book 6460, Page 138, R.O.D.C., Tennessee; thence,

1. With the southerly right-of-way line of McNally Drive, S 87° 19' 48" E, 274.86 feet to an iron pin found; thence,
2. With said right-of-way line, 306.33 feet along the arc of a curve to the left having a radius of 1116.80 feet, a central angle of 15° 42' 57" and a chord bearing and distance of N 84° 48' 18" E, 305.37 feet to an iron pin found; thence,
3. With said right-of-way line, N 76° 55' 58" E, 176.53 feet to an iron pin found; thence,
4. With the westerly line of that parcel of land conveyed to R.L. Eatherly of record in Deed Book 4543, Page 81, R.O.D.C., Tennessee, S 13° 02' 27" E, 69.18 feet to an iron pin found; thence,
5. With the southerly line of said tract, S 31° 33' 03" E, 667.39 feet to an iron pin found; thence,
6. With the westerly line of that parcel of land conveyed to LeRoy Norton, et al. of record in Deed Book 6266, Page 345, R.O.D.C., Tennessee, S 06° 26' 09" W, 335.56 feet to an iron pin found; thence,
7. With the northerly right-of-way line of the Louisville and Nashville Railroad, N 83° 32' 36" W, 1412.91 feet to an iron pin found; thence,
8. With the easterly line of the aforementioned conveyance to Sattler, N 02° 39' 09" E, 262.45 feet to the point of beginning and containing 457,065 Square Feet or 10.493 Acres.

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SMC # 258
Memphis, Tennessee

EXHIBIT A-11

Part of Meadow Mall Shopping Center formerly in the name of Liberty Cash Grocers, Inc., and shown on plat of Phase I of said shopping center recorded in Plat Book 85, page 58, in the Shelby County Register's Office, more particularly described as follows:

Beginning at a point in the presently northerly sideline of Winchester Road (114 feet wide) a distance of 40.33 feet westward from its tangent intersection with the westerly sideline of Ridgeway Road (90 feet wide); thence North 89 deg. 14' 27" West along said sideline of Winchester Road a distance of 609.67 feet to a point; thence North 0 deg. 17' 33" East and parallel with Ridgeway Road, a distance of 650.00 feet to a point; thence South 89 deg. 14' 27" East, and parallel with Winchester Road; a distance of 650.00 feet to a point in the westerly sideline of Ridgeway Road; thence South 00 deg. 17' 33" West along said sideline, a distance of 609.67 feet to a point of curvature therein; thence southwestwardly, along a curve to the right of radius 40.0 feet, a distance of 63.16 feet to a point in the northerly sideline of Winchester Road, the point of beginning.

BEING the property conveyed to Service Merchandise Company, Inc., by Deed of Record in Book W6, Page 5119, Register's Office for Shelby County, Tennessee.

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SMC # 094
Nashville, Tennessee

EXHIBIT A-12

A tract of land in the Second Civil District of Metropolitan Nashville-Davidson County, being Lot #5, Rivergate Properties, Ltd.; as of record in plat Book 6250, page 919, R.O.D.C., Tennessee more particularly described as follows:

Beginning at a nail set on the east right-of-way line of Conference Drive, a 60-foot road, at the northwest corner of Lot 4, Rivergate Properties, Ltd. as recorded in Plat Book 6250, Page 919, R.O.D.C., Tennessee and the southwest corner of the herein described tract; thence,

1. With the east right-of-way line of Conference Drive N 26° 00' 12" W 15.03 feet to an existing tack in lead; thence,
2. With the south boundary line of Lot 6, Rivergate Properties, Ltd., the proposed south right-of-way line of Hendersonville By-Pass, State Route 386 N 64° 10' 45" E 30.99 feet to an existing nail; thence,
3. N 25° 50' 50" W 673.80 feet to an iron pin set; thence,
4. N 35° 21' 26" E 135.00 feet to an iron pin set; thence,
5. N 55° 43' 02" E 386.40 feet to an iron pin set; thence,
6. With the west boundary line of the property of the State of Tennessee, State Route 386 S 26° 24' 34" E 413.88 feet to an existing iron pin; thence,
7. With the north boundary line of lot 4, Rivergate Properties, Ltd. S 64° 09' 10" W 149.96 feet; thence,
8. S 25° 50' 50" E 440.10 feet to an existing iron pin; thence,
9. S 59° 38' 51" W 211.24 feet to a nail set; thence,
10. N 25° 50' 18" W 60.01 feet to a nail set; thence.
11. S 64° 09' 36" W 175.00 feet to the point of beginning.

Together with Easement (s) appurtenant thereto as set forth in Book 6859, page 802, and in Book 7535, page 132.

BEING the property conveyed to Service Merchandise Company, Inc., by Deed of Record in Book 6859, page 796, Register's Office for Davidson County, Tennessee.

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SMC # 257
Midland, Texas

EXHIBIT A-13

Being 4.289 acres of land being LOT ONE-A (1-A), BLOCK ONE-A (1-A), MIDKIFF PLAZA ADDITION, SECTION 8, being a replat of Lots 1 and 2 of Midkiff Plaza Addition, Section 6, out of the northwest quarter of Section 16, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, as shown by the plat recorded in Cabinet D, Page 332 of the Plat Records of Midland County, Texas, being more fully described by Metes and bounds as follows:

BEGINNING at a large nail found in the southern boundary of Loop 250 from which the northwest corner of said Section 16 bears S. 74° 54' 30" W. 1423.30 feet and N. 15° 15' 00" W. 151.96 feet;

THENCE N. 59° 59' 50" E. along the southern boundary of Loop 250, 143.77 feet to a "PK" nail set at back of curb for an exterior corner of this tract;

THENCE N. 66° 23' 10" E. along the southern boundary of Loop 250, 445.30 feet to a concrete ROW monument found for an exterior corner of this tract;

THENCE N. 75° 13' 00" E. along the southern boundary of Loop 250, 5.59 feet to a 1/2" reinf. bar found for the northeast corner of this tract;

THENCE S. 15° 08' 15" E. along the common boundaries this tract and the Adam's Addition, 384.34 feet to a RR spike set for the southeast corner of this tract;

THENCE S. 74° 51' 45" W. 185.18 feet to a "PK" nail set for an ell corner of this tract;

THENCE N. 15° 08' 15" W. 60.00 feet to a building corner found for an interior corner of this tract;

THENCE S. 74° 51' 45" W. 73.15 feet to a building corner found for an interior corner of this tract;

THENCE N. 60° 08' 15" W. 21.00 feet to a "PK" nail set for an ell corner of this tract;

THENCE S. 29° 51' 45" W. 71.49 feet to a "PK" nail set for an exterior corner of this tract;

THENCE S. 74° 51' 45" W. 272.21 feet to an "X" made in concrete for the southwest corner of this tract;

THENCE N. 15° 08' 15" W. 199.81 feet to an "X" made in concrete for an ell corner of this tract;

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THENCE N. 30° 00' 10" W. 20.50 feet to a 1/2" iron rod found for an exterior corner of this tract;

THENCE N. 59° 59' 50" E. 25.40 feet to an "X" made in concrete for an interior corner of this tract;

THENCE N. 30° 00' 10" W. 32.50 feet to the place of beginning and containing 4.289 acres (186,823.708 square feet) of land.

Together with nonexclusive rights in and to reciprocal easements created by grant executed by Mervyn's and Developer dated April 10, 1985 and recorded in volume 783, page 350 and first amendment thereto dated April 17, 1985 and recorded in volume 783, page 366 both in the deed records, Midland County, Texas.

Property of Cook County Clerk's Office

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SMC # 677
Virginia Beach, Virginia

EXHIBIT A-14

All that certain piece or parcel of ground, with the improvements thereon and the appurtenances thereunto appertaining, situate in Bayside Borough - Virginia Beach, Virginia, designated as Parcel No. 1 on a certain plan (hereinafter called "Plan") marked "SUBDIVISION OF COLUMBUS CENTER FOR VIRGINIA STATE SHOPPING PLAZAS, INC., BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", prepared by Marsh and Basgier, Inc., P.C., Engineers, etc., Virginia Beach, Va., dated May, 1979 and revised the latest revision being dated June 19, 1980, said Plan being recorded on June 30, 1980 in the Official Records of the City of Virginia Beach, Virginia, in Map Book 141, Page 15, and reference to said Plan is hereby made for the full and complete description thereof.

UNDER and SUBJECT to the obligation of Service Merchandise Company, Inc. to contribute a share of the cost of maintenance and repair of that "50' INGRESS AND EGRESS EASEMENT" located along the eastern edge and being part of Parcel 1 shown on the Plan, such share to be in the same proportion that the area of Parcel 1 bears to the sum of the areas of Parcel 1 and Parcel 2 and Parcel 3 as shown on the Plan.

IT BEING the same property conveyed unto Service Merchandise Company, Inc., a Tennessee corporation, by deed of Kettler Realty Corp., a New Jersey corporation, dated August 6, 1984, recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2352, page 2105.

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LEASEHOLD PARCELS

EXHIBITS A-15 - A-19

Property of Cook County Clerk's Office

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SMC # 019
Jensen Beach, Florida

EXHIBIT A-15

A parcel of land located in the Northeast Quarter (1/4) of Section 19, Township 37 South, Range 41 East, lying East of U.S. Highway No. 1 (S.R. 5, as recorded in Plat Book 2, Page 104) and South of S.R. 707A (Jensen Beach Boulevard) as recorded in Plat Book 9, Page 1, all in the Public Records of Martin County, Florida, more particularly described as follows:

Commence at the intersection of the East line of said Section 19 with the South Right-of-Way line of said S.R. 707A, thence S 00°26'55" W along said East line a distance of 252.41 feet; thence N 89°33'05" W a distance of 60.00 feet to the Point of Beginning:

thence S 0°25'43" W a distance of 249.98 feet;
thence S 89°32'38" W a distance of 200.07 feet;
thence N 0°26'42" E a distance of 249.96 feet;
thence S 89°33'08" E a distance of 200.01 feet;

To the Point of Beginning.

Being a parcel located within a shopping center known as Marketplace Square, being more particularly described as follows:

That portion of the N.E. 1/4 of Section 19, Township 37 South, Range 41 East, Martin County, Florida lying East of the 142.00 foot Right-of-Way of U.S. Highway No. 1 (State Road No. 5, as recorded in Deed Book 3, at Page 416 of the Public Records of Martin County, Florida) and South of the 100.00 foot Right-of-Way of Jensen Road State Road No. 707A) as recorded in Plat Book 9, at Page 1 of the Public Records of Martin County, Florida, less the South 200.00 feet thereof.

NOTE: Jensen Beach Blvd. (County Road No. 707A) was formerly titled Jensen Road.

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SMC # 291
Joliet, Illinois

EXHIBIT A-16

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being:

PARCEL 1: The Leasehold Estate, created by the instrument herein referred to as the Lease, executed by: American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated August 1, 1984 and known as Trust No. 61939, as Lessor, and Service Merchandise Company, Inc., as Lessee, dated November 1, 1985, a memorandum of which Lease was recorded February 23, 1987 as document R87-09408, which lease demises the land for a term of 20 years unless extended or sooner terminated.

NOTE: Option to extend the term of the Lease on the same terms & conditions as provided therein for ten successive periods of five years beyond the original term.

NOTE: Correction Memorandum of Lease dated _____, 1990 and recorded as document _____, covering the premises described as follows:

PARCEL "SERVICE MERCHANDISE" - That part of Lot 2 in Northridge Plaza Subdivision, a subdivision of part of the East half of the Northeast quarter of Section 6, in Township 35 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 2, 1985 as Document Number R85-41060, described as follows:

Commencing at the most southwesterly corner of said Lot 2, and running thence South 89 degrees 54 minutes 34 seconds East, along the south line of said Lot 2, a distance of 57.43 feet; thence North 00 degrees 05 minutes 26 seconds East a distance of 44.10 feet to the point of beginning; thence continuing North 00 degrees 05 minutes 26 seconds East a distance of 205.00 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 29.40 feet; thence North 00 degrees 05 minutes 26 seconds East a distance of 7.20 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 17.70 feet; thence South 00 degrees 05 minutes 26 seconds West a distance of 7.20 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 137.50 feet; thence North 00 degrees 05 minutes 26 seconds East a distance of 4.40 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 13.40 feet; thence South 00 degrees 05 minutes 26 seconds West a distance of 4.40 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 52.00 feet; thence South 00 degrees 05 minutes 26 seconds West a distance of 143.00 feet; thence South 89 degrees 54 minutes 34 seconds East a distance of 60.00 feet; thence South 00 degrees 05 minutes 26 seconds West a distance of

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62.00 feet; thence North 89 degrees 54 minutes 34 seconds West a distance of 310.00 feet to the point of beginning, in the City of Joliet, Will County, Illinois, Containing 55,156 square feet.

PARCEL 2: Non-exclusive reciprocal easement for ingress & egress of vehicular & pedestrian traffic & for parking of vehicles (except construction, service & delivery trucks) for the use & benefit of respective owners, lessees, occupants, employees, agents, customers, licensees, invitees, suppliers & concessionaires over & upon land set forth in the declaration of protective covenants, restrictions & easements recorded October 11, 1984 as document R84-31321 as amended by that certain First Amendment to Declaration of Protective Covenants, Restrictions and Easements recorded November 12, 1985 as Document R85-38579.

Commonly known as:
1300 North Larkin Avenue
Joliet, Illinois

Permanent Tax Number:
07-06-201-007

Property of Cook County Clerk's Office

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SMC # 098
Bloomington, Illinois

EXHIBIT A-17

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being:

The leasehold estate, created by the instrument herein referred to as the Lease, executed by: Bloomington Joint Venture, an Indiana General Partnership, as lessor, and Service Merchandise Company, Inc., as lessee, dated May 8, 1987, a memorandum of which Lease was recorded January 4, 1988, as document R88-0515, which Lease demises the land for a term of years beginning September 19, 1986 and ending February 28, 2006.

Note: Said Lease provides for an option to renew for 10 successive periods of five years.

Note: Correction of memorandum of Lease recorded as Document _____

The Land:

A tract of land in the West Half of the Southwest Quarter of Section 21, Township 40 North, Range 10 East of the Third Principal Meridian, described as follows: commencing at the intersection of the East line of the West Half of said Southwest Quarter and the North right-of-way line of the Illinois Central Railroad; thence North 70 degrees 09 minutes West 176.35 feet along last said North right-of-way line; thence North 19 degrees 51 minutes East 477.23 feet to a place of beginning; thence North 87 degrees 06 minutes 44 seconds West 320 feet; thence North 2 degrees 53 minutes 16 seconds East 60 feet; thence South 87 degrees 06 minutes 44 seconds East 60 feet; thence North 2 degrees 53 minutes 16 seconds East 53 feet; thence South 87 degrees 06 minutes 44 seconds East 5 feet; thence North 2 degrees 53 minutes 16 seconds East 92 feet; thence South 87 degrees 06 minutes 44 seconds East 255 feet; thence South 2 degrees 53 minutes 16 seconds West 205 feet to the place of beginning, all in DuPage County, Illinois.

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Parcel 2:

Non-Exclusive Easement for ingress and egress for the use and benefit of respective owners, lessees, occupants, employees, agents, customers, licensees, invitees, suppliers and concessionaires, as set forth in lease dated May 8, 1987 and recorded in memorandum recorded as Document R88-0515.

Commonly known as:

Army Trail Road
Bloomington, Illinois

Permanent Tax Number:
02-21-300-020

Property of Cook County Clerk's Office

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SMC # 287
Orland Park, Illinois

EXHIBIT A-18

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being:

Leasehold Estate, as defined in the Conditions and Stipulations of the ALM Leasehold Policy, created in and by unrecorded Lease dated November 21, 1985 by and between Electra Properties, Inc., an Indiana corporation, Lessor, and Service Merchandise Company, Inc., Lessee, and Amendment thereto dated March 21, 1986; and recorded Assignment, Acceptance and Assumption of Tenant Leases dated December 19, 1986 recorded January 21, 1987 as Document Number 87039423 by and between Electra Properties, Inc., an Indiana corporation, Assignor, and Orland Park Joint Venture, an Indiana general partnership, Assignee, whereby said Assignor conveys to said Assignee all right, title and interest in and to said Lease shown above herein and said Assignee accepts same and assumes said Lease; and recorded Memorandum of Lease dated as of February 20, 1987 recorded March 4, 1987 as Document Number 87119915 by and between Orland Park Joint Venture, an Indiana general partnership, Lessor, and Service Merchandise Company, Inc., a Tennessee corporation, Lessee; and Correction Memorandum of Lease dated March 31, 1990 by and between Orland Park Joint Venture and Service Merchandise Company, Inc. recorded ~~██████████~~ July 2, 1990; demising and leasing the following described real estate:

That part of the South 1/2 of the Southeast 1/4 in Section 16, Township 36 North, Range 12 East of the third principal Meridian, described as follows:

Commencing at the intersection of the North line of the South 1/2 of the Southeast 1/4 of said Section 16 and the West right-of-way line of LaGrange Road (U.S. Route 45) as recorded under document number 10155684; thence South 89 degrees 51 minutes 45 seconds West along said North line 513 feet; thence South 00 degrees 11 minutes 16 seconds East 50 feet for a place of Beginning; thence continuing South 00 degrees 11 minutes 16 seconds East 135.00 feet to a point; thence South 89 degrees 48 minutes 44 seconds West; 4.57 feet to the East face of an existing wall; thence South 00 degrees 09 minutes 53 seconds East along the East face of an existing wall, 79.91 feet to the corner of an existing wall; thence South 89 degrees 50 minutes 47 seconds West along the South face of an existing wall, 33.44 feet to the corner of an existing block wall; thence South 00 degrees 01 minutes 48 seconds West along the East face of an existing block wall, 7.67 feet to the corner of an existing block wall; thence North 89 degrees 27 minutes 55 seconds West along the South face of an existing block wall, 0.68 feet to the corner of an existing block wall; thence

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North 00 degrees 16 minutes 22 seconds West along the West face of an existing block wall, 0.42 feet to the corner of an existing metal-glass enclosure; thence South 89 degrees 58 minutes 33 seconds West along the South face of an existing metal-glass enclosure, 14.23 feet to the corner of an existing metal-glass enclosure; thence North 00 degrees 07 minutes 38 seconds East along the West face of an existing metal-glass enclosure, 7.21 feet to the South face of an existing block wall; thence South 89 degrees 49 minutes 29 seconds West along the South face of an existing block wall, 137.09 feet to the corner of an existing metal-glass enclosure; thence South 00 degrees 11 minutes 16 seconds East along the East face of an existing metal-glass enclosure, 7.49 feet to a point, (said point being 4.14 feet South of South face of existing metal-glass enclosure); thence South 89 degrees 48 minutes 44 seconds West a distance of 12.03 to a point, (said point being 4.15 feet South of the Southwest corner of an existing metal-glass enclosure); thence North 00 degrees 09 minutes 54 seconds West along the West face of an existing metal-glass enclosure, 7.50 feet to the South face of an existing block wall; thence South 89 degrees 55 minutes 32 seconds West along the South face of an existing block wall, 52.28 feet to the corner of an existing block wall; thence North 00 degrees 11 minutes 04 seconds West along the West face of an existing block wall, 95.04 feet to the North face of an existing block wall; thence South 89 degrees 48 minutes 19 seconds West along the North face of an existing block wall, 5.59 feet to a point on the North face of an existing block wall; thence North 00 degrees 11 minutes 17 seconds West a distance of 52.69 feet to a point; thence South 89 degrees 48 minutes 44 seconds West a distance of 60.00 feet to a point; thence North 00 degrees 11 minutes 16 seconds West a distance of 67.00 feet to a point; thence North 89 degrees 48 minutes 44 seconds East a distance of 320.00 feet to the place of beginning, all in Cook County, Illinois.

Commonly known as:
15770 La Grange Road
Orland Park, Illinois

Permanent Tax Number:
27-16-403-006

Volume:
146

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SMC # 226
Columbus, Ohio

EXHIBIT A-19

Approximately 51,250 square feet of land described in that certain Lease Agreement dated May 13, 1988 by and between Columbus Joint Venture ("Columbus"), as lessor, and Service Merchandise Company, Inc. ("SMC") as lessee, a memorandum of which lease, dated July 25, 1988 was filed on September 28, 1988 in Official Record 12307A09 of Franklin County, Ohio as such lease was amended by Agreement dated May 26, 1988 between Columbus and SMC, and located within the following described property:

Situated in the State of Ohio, County of Franklin, City of Columbus and in Section 3, Township 2, Range 17, United States Military Lands, containing 22.158 acres of land, more or less, said 22.158 acres being out of that tract of land conveyed to Columbus Joint Venture by deed of record in Official Record 10259F10 (hereinafter "CJV tract"), said 22.158 acres of land being more particularly bounded and described as follows:

Beginning at a point in the easterly line of said CJV tract at the point of intersection with the southerly right-of-way line of Northland Plaza Drive as said Northland Plaza Drive is designated and delineated upon the plat entitled "Northland Plaza Drive and Forest Hills Boulevard Dedication and Easements" and shown of record in Plat Book 68, Pages 55 and 56, said point of beginning being located South 3° 15' 00" West, a distance of 6.75 feet from the northeasterly corner of said CJV tract, said point of beginning also being in the westerly line of that 3.022 acres tract conveyed to Elana Del Col by deed of record in Deed Book 1900, Page 582;

thence, from said beginning point, South 3° 15' 00" West, with the easterly line of said CJV tract and with the westerly line of said 3.022 acres tract, a distance of 883.64 feet to the southeasterly corner of said CJV tract, the same being in the northerly line of Lot 14 as the same is numbered and delineated upon the subdivision plat entitled "Jordans Subdivision" and shown of record in Plat Book 17, Page 288;

thence North 86° 24' 38" West, with the southernmost line of said CJV tract and with the northerly line of said Jordans Subdivision, a distance of 826.23 feet to a southwesterly corner of said CJV tract, the same being the southeasterly corner of that 3.319 acres tract of land conveyed to Wolfe Investment Co. by deed of record in Deed Book 3550, Page 692;

thence North 3° 15' 00" East, with a westerly line of said CJV tract and with the easterly line of said 3.319 acres tract, a

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The bearings in the foregoing description are based on the same meridian as the bearings given in the metes and bounds descriptions of record in said Official Record 10259F10.

Subject to all rights-of-way, easements and restrictions, if any, of previous record.

5) eastwardly, with the arc of a curve to the right having a radius of 325.00 feet, a central angle of 37° 49' 10" and a chord that bears North 72° 59' 27" East, a chord distance of 210.65 feet to the point of beginning and containing 22.158 acres of land, more or less.

4) eastwardly, with the arc of a curve to the left having a radius of 425.00 feet, a central angle of 69° 04' 13" and a chord that bears South 81° 22' 59" East, a chord distance of 596.14 feet to the point of reverse curvature;

3) eastwardly, with the arc of a curve to the right having a radius of 275.00 feet, a central angle of 139° 33' 46" and a chord that bears North 73° 22' 15" East, a chord distance of 516.11 feet to the point of reverse curvature;

2) North 3° 35' 22" East 116.74 feet to the point of curvature;
1) northwardly, with the arc of a curve to the left having a radius of 325.00 feet, a central angle of 24° 13' 27" and a chord that bears North 15° 42' 06" East, a chord distance of 136.39 feet to the point of tangency;

thence, with the right-of-way boundary of said Northland Plaza Drive, the following five courses and distances:

Easements:
Of Northland Plaza Drive and Forest Hills Boulevard Dedication and Northland Plaza Drive is designated and delineated upon said plat right-of-way boundary of said Northland Plaza Drive as said CUV tract, a distance of 48.86 feet to an angle point in the thence North 86° 24' 38" West, with a southerly line of said

thence North 3° 26' 00" East, with a westerly line of said CUV tract, a distance of 201.65 feet to a corner of said CUV tract;

thence North 86° 24' 38" West, with a southerly line of said CUV tract and with the northerly line of said 3.319 acres tract, a distance of 432.36 feet to a southwesterly corner of said CUV tract;

distance of 201.65 feet to a corner of said CUV tract, the same being the northeasterly corner of said 3.319 acres tract;

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The Deed Books, Official Record and Plat Books referred to in the foregoing description are records of the Franklin County, Ohio, Recorder.

Together with all other rights granted under such lease.

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