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DEPT. OF RECORDING \$96.00
T#4444 TRAN 5437 07/05/90 11:28:00
#5019 # D * -90-320531
COOK COUNTY RECORDER

CHEMICAL BANK, as Collateral Agent

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and

SOVRAN BANK/CENTRAL SOUTH, as Trustee

INTERCREDITOR AGREEMENT

Dated: June 28, 1990

Location: 16795 Torrence Avenue
Lansing, Illinois

County: Cook

Permanent Tax No.: 30-19-300-019; Vol. 225
30-19-300-020; Vol. 225
30-19-300-029; Vol. 225

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 HEIM
LAWYERS TITLE INSURANCE
CORP.
708 THIRD AVE. AT 44th ST. -
24th Floor
NEW YORK, NEW YORK
10017

File No.: 16018-0291
Title No.: NYC-90-10024 issued by Lawyers Title
Insurance Corporation 90-000-10

CASE No. 90-00010 BE (3) of 4

BOX 334

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THIS AGREEMENT is made as of the 28th day of June, 1990, by and among SOVRAN BANK/CENTRAL SOUTH (the "First Mortgagee"), a Tennessee corporation having an office at One Commerce Place, Nashville, Tennessee 37219, Attention: Corporate Trust Department, as trustee for the noteholders under a certain Trust Indenture dated the date hereof (the "Indenture") and CHEMICAL BANK, a New York banking corporation having an office at 277 Park Avenue, New York, New York 10172, acting as collateral agent for the Banks, as defined in the Credit Agreement, (collectively, the "Second Mortgagee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Article 1.

W I T N E S S E T H:

WHEREAS, the First Mortgagee is the named mortgagee under the First Mortgage Loan Documents and the Second Mortgagee is the named mortgagee under the Second Mortgage Security Documents,

WHEREAS, the First Mortgage encumbers, among other things, the fee and leasehold interests of Service Merchandise Company, Inc. (the "Company") and its subsidiary, H.J. Wilson Co., Inc. (the "Subsidiary Guarantor"), in the Parcels,

WHEREAS, the Second Mortgage encumbers, among other things, the fee and leasehold interests of the Company or the Subsidiary Guarantor in certain of the Parcels, together with other fee and leasehold interests of the Company and its subsidiaries in other parcels of land,

WHEREAS, First Mortgagee made the First Mortgage Loan on the condition that the Second Mortgagee subordinate the lien and security interest of the Second Mortgage and lien and security interest of the Second Mortgage Security Documents to the First Mortgage and the First Mortgage Loan Documents in the manner hereinafter set forth,

NOW THEREFOR, in consideration of the making of the First Mortgage Loan and the Second Mortgage Loan and other good and valuable consideration, receipt of which is hereby acknowledged, the Second Mortgagee and the First Mortgagee covenant and agree as follows:

ARTICLE ONE - DEFINITIONS

For the purposes of this Agreement the following terms and phrases shall have the following meanings:

"Accelerated" means (A) with respect to any indebtedness, including the Second Mortgage Loan, the (i) declaration that any of such indebtedness is immediately due and

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payable prior to the original stated maturity of such indebtedness, or (ii) the commencement of any action or proceeding by a holder of indebtedness to realize on collateral securing such indebtedness having a fair market value in excess of \$100,000,000, and (B) with respect to the Chemical Credit Agreement, the realization by Chemical Bank as collateral agent, or any successor collateral agent under the Credit Agreement upon any collateral secured by the Credit Agreement which shall cause a material adverse affect on the business operations of any Parcel.

"Bankruptcy Code" means Title 11 of the United States Code as amended.

"Borrower" shall mean the Company and the Subsidiary Guarantor.

"Credit Agreement" shall mean that certain Credit Agreement dated as of July 24, 1989 among the Company, certain subsidiaries of the Company and Chemical Bank, as agent, and the financial institutions party thereto, in the original principal amount of \$975,000,000.00, as the same may be amended, restated, modified, renewed or refinanced from time to time.

"Default Notice" shall have the meaning ascribed to it in Section 2.4.

"Enforcement Action" shall mean any action to (a) foreclose or realize upon all or any portion of the Mortgaged Property, or exercise any similar right or remedy relating to such Mortgaged Property granted to the First Mortgagee under the First Mortgage Loan Documents or the Second Mortgagee under the Second Mortgage Security Documents as the case may be, including without limitation: (i) the initiation of any proceedings to foreclose or partially foreclose the liens or security interests created by the Second Mortgage Security Documents or the First Mortgage Loan Documents encumbering the mutual collateral secured thereby, including any assignment of Rents contained therein, (ii) the institution of any proceedings for the appointment of a receiver of all or any portion of the Mortgaged Property, or (iii) the exercise of any power of sale of all or any portion of the Mortgaged Property; or (b) accept a conveyance of all or any portion of the Mortgaged Property in lieu of foreclosure by the First Mortgagee or the Second Mortgagee.

"First Mortgage" shall mean collectively those certain mortgages, deeds of trust, and deeds to secure debt more specifically described in Exhibit C attached hereto and made a part hereof and any such other mortgages, deeds of trust and deeds to secure debt as in effect from time to time granted by the Borrower or the Subsidiary Guarantor to secure its obligations (including payment of the Debt as defined in the

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First Mortgage) under the Secured Notes issued pursuant to the Indenture and any other First Mortgage Loan Documents and any extensions, consolidations, modification and supplements thereto.

"First Mortgagee" shall mean Sovran Bank/Central South as trustee for the Noteholders under the Indenture and any successor thereto.

"First Mortgage Loan" shall mean the loan evidenced, guaranteed and secured by the First Mortgage Loan Documents and any refinancing thereof and any expenses due the First Mortgagee under the First Mortgage Loan Documents.

"First Mortgage Loan Documents" shall mean collectively, the Secured Notes, the First Mortgage, the Indenture and all other documents, instruments and agreements evidencing, guaranteeing or securing the First Mortgage Loan as the same may be modified, amended or substituted, extended or refinanced.

"Indenture" shall mean that certain Trust Indenture dated June 27, 1990 by and among Sovran Bank/Central South, as trustee, The Long-Term Credit Bank of Japan, Limited, New York Branch as administrative agent, the Company and the Subsidiary Guarantor as the same may be amended, restated, modified, renewed or refinanced.

"Insolvency Proceeding" shall have the meaning set forth in paragraph 2.2 hereof.

"Lease" or "Leases" shall mean collectively all leases, subleases, licenses and other agreements (with respect to interests in real estate) affecting the use, enjoyment or occupancy of all or any portion of the Parcels and the improvements thereon and all extension, amendments and modifications thereto, heretofore or hereafter entered into and all guarantees of such agreements.

"Mortgaged Property" shall mean the Parcels together with the property and interests related thereto of the type set forth in Exhibit B attached hereto and made a part hereof.

"Noteholders" shall mean those certain secured noteholders referred to in the Indenture.

"Parcels" shall mean the property described on Exhibits A-1 through A-32, together with any substitutions occurring from time to time therefor pursuant to the terms of the Indenture and the other property and interests related thereto mortgaged thereby.

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"Rents" shall mean all rents, issues, profits (including all oil and gas or mineral royalties and bonuses and all security deposits to the extent assignable) from all or any portion of the Parcels.

"Secured Notes" shall mean those certain secured notes issued and authenticated from time to time, pursuant to the Indenture.

"Second Mortgage" shall mean collectively those certain mortgages, deeds of trust, and deeds to secure debt, in each case, encumbering the Parcels more specifically described in Exhibit D attached hereto and made a part hereof and any such other mortgages, deeds of trust and deeds to secure debt, in each case, encumbering the Parcels as in effect from time to time granted by the Borrower to secure its obligations under the Credit Agreement and any other Second Mortgage Security Documents, including the financing statements set forth on Exhibit F attached hereto and made a part hereof, including, with respect to such documents set forth in this paragraph, any extensions, consolidations, modifications and supplements thereto.

"Second Mortgagees" shall mean Chemical Bank, a New York banking corporation as collateral agent for the benefit of (i) the Banks, as defined under the Credit Agreement, and (ii) any bank in its individual capacity or a syndicate of institutions organized by such Bank which has entered or in the future enters into any Interest Rate Protection Agreements (as defined in the Credit Agreement) (including without limitation, interest rate swaps, caps, floors, collars, and similar agreements) related to payment obligations of Borrower under the Credit Agreement and any substitute agent for the lenders under the Credit Agreement.

"Second Mortgage Loan" shall mean collectively, those certain loans made by the Banks to the Borrower, pursuant to the terms of the Credit Agreement, and any refinancing thereof which is secured by the Parcels.

"Second Mortgage Notes" shall mean collectively those certain notes executed and delivered pursuant to the Credit Agreement.

"Second Mortgage Security Documents" shall mean collectively, the Second Mortgage Notes, the Second Mortgage, the Credit Agreement and all other documents, instruments and agreements evidencing, guaranteeing or securing the Second Mortgage Loan as the same may be modified, amended or substituted, extended or refinanced.

"Trademarks" shall mean any trademarks, tradenames, patents, copyrights and licenses for the use of "Service

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Merchandise", "Wilson's", or any other name used in connection with the businesses operating on all or any portion of the Parcels which have been granted to the Second Mortgagee under the Second Mortgage Security Documents.

ARTICLE TWO - SUBORDINATION

2.1. Subordination. So long as all or any portion of the First Mortgage Loan remains outstanding and all or any portion of the Mortgaged Property are security therefor and notwithstanding the time of execution, delivery, filing or recording of the Second Mortgage, the Second Mortgage and all liens and security interests thereunder are hereby made, and shall continue to be, subject and subordinate in payment and in priority to the lien and security interest of the First Mortgage and shall be subject and subordinate to all of the terms, covenants and conditions of the First Mortgage and any extensions, amendments, renewals and consolidations thereof. The foregoing subordination of the Second Mortgage shall apply: (i) notwithstanding the validity or invalidity of the lien and security interest of the First Mortgage; (ii) to all interest, prepayment premiums and all other sums due under the First Mortgage whether by virtue of advance, indemnification or otherwise; (iii) to all of the terms, covenants and conditions of the Second Mortgage Security Documents, and (iv) notwithstanding the availability of other collateral to the First Mortgagee or the actual date and time of recordation, filing or perfection of the First Mortgage or any other First Mortgage Loan Documents. In the event of a proceeding, whether voluntary or involuntary, for insolvency, liquidation, reorganization, dissolution, bankruptcy or other similar proceeding pursuant to the Bankruptcy Code or other applicable federal or state law or practice, the First Mortgage Loan shall include all interest accrued on the First Mortgage Loan, in accordance with and at the rates specified in the First Mortgage Loan Documents, both for periods before and for periods after the commencement of any of such proceedings, even if the claim for such interest is not allowed pursuant to applicable law.

2.2. Enforcement Actions by the Second Mortgagee.

(a) So long as all or any portion of the First Mortgage Loan remains outstanding and all or any portion of the Mortgaged Property are security therefor, the Second Mortgagee shall not, without the prior written consent of the First Mortgagee, bring any Enforcement Action against all or any portion of the Mortgaged Property unless any one or all of the following events shall occur:

(i) the institution of any Enforcement Action by the First Mortgagee, or

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(ii) the institution of any bankruptcy, insolvency, liquidation, reorganization or similar proceeding with respect to the Borrower or any action for the dissolution of Borrower, any proceeding concerning the application of Borrower's assets for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a trustee, receiver or similar custodian for its assets (each action described in this sub-paragraph (ii), an "Insolvency Proceeding").

(b) With respect to any Enforcement Action instituted by the Second Mortgagee:

(i) the Second Mortgagee shall not, without the prior written consent of the First Mortgagee, name any tenant under any Lease as party defendant in any action or proceeding to foreclose the Second Mortgage nor will any other action be taken with respect to all or any portion of the Mortgaged Property, the effect of which would be to terminate, without the prior written consent of the First Mortgagee, any Lease of any portion of the Parcels;

(ii) if any action or proceeding shall be brought to foreclose the Second Mortgage or commence any other Enforcement Action, no portion of the Rents shall be collected except through a court appointed receiver after due notice of the application for the appointment of such receiver shall have been given to the First Mortgagee and the Rents so collected by such receiver shall be applied first to the payment of maintenance of the Mortgaged Property, and then to the payment of all obligations of Borrower under the First Mortgage Loan Documents;

(iii) if, during the pendency of any such Enforcement Action brought by the Second Mortgagee, an Enforcement Action shall be brought by the First Mortgagee and an application is made by the First Mortgagee for any extension of such receivership for the benefit of the First Mortgagee, the Second Mortgagee shall not contest such application and all such Rents held by such receiver, as of the date of such application, shall be applied by the receiver solely for the benefit of the First Mortgagee, and the Second Mortgagee shall not be entitled to any portion thereof until all sums due and owing pursuant to the First Mortgage Loan Documents have been paid in full.

2.3. Proceeds from the Mortgaged Property. The parties hereto agree that until the First Mortgage Loan is repaid in full, the First Mortgagee shall receive all proceeds relating to any realization upon, or distribution in respect of or interest in the Mortgaged Property including, without limitation, any and all Rents. If the First Mortgagee or the Second Mortgagee shall receive any cash distributions in respect of, or other proceeds of, all or any portion of the Mortgaged Property

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(including, without limitation, any distribution arising directly or indirectly from any lien or security interest of the First Mortgage Loan Documents being avoided, declared to be fraudulent, or otherwise set aside under the provisions of any law governing fraudulent conveyances or transfers), in excess of what such person or entity is entitled (or would have been entitled if any such lien or security interest had not been avoided, declared to be fraudulent, or otherwise set aside under the provisions of any law governing fraudulent conveyances or transfers) to receive pursuant to the terms of this Agreement, such person or entity receiving such distributions shall hold the same in trust, as trustee, for the benefit of the First Mortgagee or Second Mortgagee, as the case may be and shall promptly deliver the same to the First Mortgagee or Second Mortgagee, as appropriate, for the benefit of such person in precisely the form received (except for the endorsement or assignment thereof by the person or entity delivering such proceeds). In the event the person or entity delivering such proceeds fails to make any such endorsement or assignment, the person or entity to whom such proceeds are delivered, or any of its officers or employees, is hereby irrevocably authorized to make the same.

2.4. Notice of Default. So long as any sum shall remain outstanding on the First Mortgage Loan and the Second Mortgage Loan, the First Mortgagee and the Second Mortgagee shall each send to the other notices of all events of default sent to the Borrower under its respective loan documents (any such notification, a "Default Notice"). The First Mortgagee and the Second Mortgagee shall promptly send to the other written notice of a) the commencement of any Enforcement Action taken by either of them or b) if the indebtedness constituting a part of the First Mortgage Loan or the Second Mortgage Loan shall have been Accelerated. The First Mortgagee and the Second Mortgagee shall each use reasonable efforts to send true copies of all papers and communications served, entered or delivered in connection with such Enforcement Action or in connection with the indebtedness constituting a part of the First Mortgage Loan or the Second Mortgage Loan having been Accelerated, to the other party when so served, entered or delivered to the Borrower or other applicable party.

2.5. Right to Cure. In the event of a default or defaults by the Borrower under the First Mortgage Loan Documents which can be cured by the payment of money only, the First Mortgagee shall not institute any Enforcement Action or accelerate the First Mortgage Loan following such default or defaults until ten (10) days after the Second Mortgagee has received a Default Notice with respect to such default. If, prior to the expiration of such ten (10) day period, the Second Mortgagee shall cure such default or defaults, (including, without limitation, the payment of any interest, fees, taxes, premiums or other amounts then due), such payment by the Second

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Mortgagee shall be deemed to cure such default and any cross defaults arising as a result of such default. The foregoing shall apply provided (i) the Second Mortgagee has not instituted an Enforcement Action in violation of this Agreement or Accelerated the Second Mortgage Loan, and (ii) the Second Mortgagee has not already so cured under this section twice during any 12 consecutive month period.

Notwithstanding anything contained in the preceding paragraph to the contrary during any cure period referred to above, First Mortgagee may, at any time, pursue all remedies (other than an Enforcement Action) available to it under the First Mortgage Loan Documents to protect the lien or security interest of such instruments or the value or security of the Mortgaged Property including, without limitation, the filing of any claim or proof of claim in any insolvency or bankruptcy proceeding, or in any similar proceeding under federal or state law or practice.

2.6. Repurchase of the Secured Notes. For a period of sixty (60) days following the earlier to occur of (i) the acceleration of any Secured Notes, or (ii) the commencement of any Insolvency Proceeding involving the Borrower, the Second Mortgagee may purchase all the issued and outstanding Secured Notes for a purchase price equal to (a) the amount of all aggregate principal and interest then outstanding and unpaid under all the Secured Notes plus (b) all fees, costs and expenses then due and payable under the Indenture and the Secured Notes, including without limitation, all costs, all funding, reemployment or liquidation costs incurred by the First Mortgagee or the Noteholders by reason of such purchase, as well as any enforcement costs incurred by First Mortgagee within such sixty day period all as determined by such First Mortgagee or the Noteholders and certified to the Second Mortgagee, which determination shall, in the absence of manifest error, be prima facie evidence thereof. On the closing of such purchase the First Mortgagee or the Secured Noteholders shall deliver to the purchaser(s), against payment of the purchase price, in immediately available funds, the Secured Notes endorsed without recourse or representation, together with all related documentation, together with such endorsements and assignment documents as may be reasonably requested by such purchaser(s).

Nothing contained in this Section 2.6 shall prohibit First Mortgagee from instituting and prosecuting an Enforcement Action during such sixty day period.

2.7. Use of Trademarks. If the Second Mortgagee shall obtain the Trademarks, it shall forthwith grant without cost or expense an irrevocable license to the First Mortgagee to exercise all of the Second Mortgagee's rights relating to the Trademarks pursuant to a license agreement which shall be in form and in

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substance substantially similar to the form of license agreement (the "License Agreement") set forth in Exhibit E attached hereto and made a part hereof. In the event Second Mortgagee owns the Trademarks and, thereafter, elects not to maintain or otherwise intends to terminate the Trademarks, Second Mortgagee will grant and transfer the Trademarks to the First Mortgagee for a purchase price of ten dollars (\$10).

If the Second Mortgagee shall obtain the Trademarks, all subsequent sales, transfers or conveyances of the Trademarks by Second Mortgagee shall be made expressly subject to the License Agreement.

2.8. Limitation on Subordination. Notwithstanding anything to the contrary contained in this Agreement, the subordination provisions contained in this Agreement shall not relate to, and shall not affect, any security interests granted pursuant to, or any other right of Chemical Bank or the holders of the Second Mortgage Notes under the Second Mortgage Security Documents other than the security interests granted under the Second Mortgage Security Documents which encumber the mutual collateral which is also encumbered by the First Mortgage Loan Documents, it being expressly understood and agreed that (x) there shall be no subordination of the Second Mortgage Loan or of the security interests encumbering non-mutual collateral created pursuant to the Second Mortgage Security Documents and (y) there shall be no restriction on the actions which may be taken by the Second Mortgagee in connection with the Second Mortgage Loan as it relates to such non-mutual collateral or general remedies such as accelerating the Second Mortgage Loan or filing petitions for involuntary bankruptcy proceedings; provided, however, with respect to the realization on non-mutual collateral by the Second Mortgagee, which is located on the Mortgaged Property, the Second Mortgagee on behalf of the Banks shall be obligated to cause the repair and restoration of any damage to the property encumbered by the First Mortgage resulting from Second Mortgagee's removal thereof.

2.9 Waiver. For so long as the Second Mortgage Loan is outstanding, and only with respect to the Mortgaged Property owned by the Subsidiary Guarantor, the First Mortgagee waives its right to a statutory recourse claim under Section 1111(b)(1)(A) of the Bankruptcy Code without prejudice to First Mortgagee's other rights under Section 1111 of the Bankruptcy Code, and the First Mortgagee agrees that it will make the election under Section 1111(b)(1)(A)(i) of the Bankruptcy Code for the application of Section 1111(b)(2) thereof. If the First Mortgagee shall not file such election twenty (20) days prior to the expiration of the period in which it must file such election pursuant to the Bankruptcy Code, the Second Mortgagee is hereby irrevocably authorized and empowered (in its own name or in the name of the First Mortgagee or the holders of the First Mortgage

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Notes), but shall have no obligation, to file the election under Section 1111(b)(1)(A)(i) of the Bankruptcy Code for the application of Section 1111(b)(2) thereof.

ARTICLE THREE - LEASES, INSURANCE PROCEEDS, CONDEMNATION AWARDS

3.1. Leases. Subject to the terms and conditions of the First Mortgage Loan Documents, as to all Leases now or hereafter in effect with respect to all or any portion of the Parcels, the Second Mortgagee agrees to approve all Leases which are approved by the First Mortgagee. The Second Mortgagee shall also enter into recognition and non-disturbance agreements with any tenants to whom First Mortgagee has granted recognition and non-disturbance, on the same terms and conditions given by First Mortgagee.

3.2. Insurance Proceeds, Condemnation Awards and Rents. In the event the First Mortgagee shall release, for the purposes of restoration of all or any part of the improvements on or within the Parcels, its right, title and interest in and to the proceeds under any policies of insurance thereon ("Insurance Proceeds"), and/or its right, title and interest in and to any condemnation awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of taking in eminent domain ("Condemnation Awards"), the Second Mortgagee shall release for such purpose all of its right, title and interest, if any, in and to all Insurance Proceeds and Condemnation Awards. The Second Mortgagee agrees that the balance of such proceeds or awards remaining shall be applied as provided in the First Mortgage Loan Documents. The Second Mortgagee further agrees that the provisions of the First Mortgage Loan Documents with respect to Insurance Proceeds and Condemnation Awards shall control and govern any applications of the payment of such proceeds or awards and that the Second Mortgage is hereby made subordinate in payment with respect to said amounts. The Second Mortgage is hereby made subordinate in payment to the First Mortgage with respect to the Rents.

ARTICLE FOUR - MISCELLANEOUS

4.1. Waiver of Subrogation, etc. Until the payment in full of the indebtedness under the First Mortgage Loan, the Second Mortgagee shall not acquire, by subrogation, indemnification or otherwise, any lien, estate, right or other interest in all or any portion of the Mortgaged Property (including, without limitation, any such lien, estate, right or other interest which may arise with respect to real estate taxes, assessments or other governmental charges) or any rents or revenues therefrom which is or may be prior or coordinate in

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right or dignity to the First Mortgage, and the Second Mortgagee hereby waives any and all rights it may acquire by subrogation, indemnification or otherwise in, to and under the lien or security interest of the First Mortgage or the First Mortgage Loan Documents or any portion thereof.

4.2. Waiver of Marshalling, etc. The Second Mortgagee hereby expressly consents to and authorizes, at the option of the First Mortgagee, the release of all or any portion of the Parcels from the lien of the First Mortgage, and hereby waives any equitable right in respect of marshalling it might have, in connection with any release of all or any portion of the Parcels by the First Mortgagee under the First Mortgage. It further waives any right to require the separate sales of the Parcels or any portion of the Parcels or to require the First Mortgagee to exhaust its remedies against any one of the Parcels or any portion of the Parcels, or any other collateral, before proceeding against any other Parcel or portion of the Parcels or combination of the portions of the Parcels, and further, in the event of any foreclosure, the Second Mortgagee hereby expressly consents to and authorizes, at the option of the First Mortgagee, the sale, either separately or together, of all or any portion of the Parcels.

4.3. Escrows. The Second Mortgagee shall not collect payments for the purpose of escrowing taxes, assessments or other charges imposed on the Parcels or insurance premiums due on the insurance policies required under the First Mortgage or First Mortgage Loan Document or the Second Mortgage or the Second Mortgage Security Documents if the First Mortgagee is collecting payments for such purposes, however, the Second Mortgagee may collect payments for such purposes if the First Mortgagee is not collecting the same, provided such payments shall be held in trust by the Second Mortgagee to be applied only for the purposes of paying such taxes, assessments or other charges and not to be applied to the payment of any portion of the debt of the Second Mortgage Loan.

4.4. Authority. Chemical Bank, in its capacity as collateral agent under the Credit Agreement, by its execution and delivery hereof, hereby represents and warrants that it has received consents of the Required Banks as defined in and pursuant to the Credit Agreement, authorizing Chemical Bank to execute and deliver this Agreement on behalf of the Second Mortgagee. Chemical Bank will notify any proposed successor agent for the lenders under the Second Mortgage Loan and any proposed transferee of the Second Mortgage Loan of the existence of this Agreement.

4.5. Notice. (a) Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be deemed given when received, by personal delivery or as shown

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on the United States Post Office return receipt, after having been postmarked, addressed and mailed by first class registered mail, return receipt requested to the address, as set forth above, of the party to whom such notice is to be given (or to such other address as the Second Mortgagee or the First Mortgagee, as the case may be, shall in like manner designate in writing) with a copy to:

In the case of the First Mortgagee:

Waller Lansden Dortch & Davis
2100 One Commerce Place
Nashville, Tennessee 37239
Attention: Alex Buchanan, Esq.;

The Long-Term Credit Bank of Japan,
Limited, New York Branch
265 Broadway - 50th Floor
New York, New York 10006
Attention: Mr. Makio Igarashi,
Senior Vice President;

Thacher Proffitt & Wood
Two World Trade Center
New York, New York 10048
Attention: Lawrence A. Swenson, Esq.; and

In the case of the Second Mortgagee:

White & Case
1155 Sixth Avenue - 40th Floor
New York, New York 10036
Attention: Michael S. Goetz, Esq.

(b) The Second Mortgagee and the First Mortgagee shall give to the other written notice of any claim that the other is in default of its obligations under this Agreement and shall give to the party claimed to be in default the opportunity to cure or remedy the default within five (5) days of the delivery of the notice. Any such notice of default shall specify in reasonable detail the specific nature of the claimed default.

4.6. Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of either the Second Mortgage or the Second Mortgage Security Documents or the First Mortgage or the First Mortgage Loan Documents the provisions of this Agreement shall prevail.

4.7. No Modification to this Agreement. This Agreement may not be modified, amended, changed, waived or terminated orally but only by an agreement in writing signed by the

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party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

4.8. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall bind and inure to the benefit of the First Mortgagee and the Second Mortgagee and their respective successors, transferees and assigns. No third party, including the Borrower, shall have any rights under this Agreement nor be construed as a third-party beneficiary hereunder, except the Noteholders, the holders of the Second Mortgage Notes and successor holders of a refinanced First Mortgage or Second Mortgage.

4.9. Further Assurances. The First Mortgagee and the Second Mortgagee shall cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such further agreements, documents or instruments and take all such actions as may be reasonably necessary or desirable to effectuate the purposes and terms of this Agreement.

4.10. Duplicate Originals. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

4.11. Specific Performance. Each party hereto acknowledges that to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event either party fails to comply with its obligations hereunder, the other party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other equitable relief as may be available.

4.12. Severability. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

4.13. No Waiver. No failure or delay on the part of the First Mortgagee or the Second Mortgagee in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The rights and remedies provided in the Agreement and in any agreement relating to any of the First Mortgage Loan or the Second Mortgage Loan, the First Mortgage, the Second Mortgage, collateral security documents related to the First Mortgage or the Second Mortgage and all other agreements, instruments and documents referred to in any of the foregoing shall be cumulative and shall not be exclusive of any rights or

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remedies provided by law. No right of the First Mortgagee to enforce the provisions contained in this Agreement shall be impaired by any act or failure to act by Borrower or the Second Mortgagee.

4.14. Headings, etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

4.15. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such state.

IN WITNESS WHEREOF, the First Mortgagee and the Second Mortgagee have duly executed this Agreement as of the day and year first above written.

SOVRAN BANK/CENTRAL SOUTH

Attest: B. Sey
Secretary

By: [Signature]
its Authorized Agent P.S. Kimball
Vice President

Attest: [Signature]
By: [Signature]
its Authorized Agent

CHEMICAL BANK acting individually and as agent for the Banks

Attest: Laura E. Spierman
Laura E. Spierman
Vice President

By: [Signature]
Name: John Stevens
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 Francis S. Kimball, personally known to me to be the Vice President of SOVRAN BANK/CENTRAL SOUTH, a banking 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 7th 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.B. S.F., personally known to me to be the Asst. Assistant Vice President of SOVRAN BANK/CENTRAL SOUTH, a banking 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 Asst. Assistant 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.

Secretary LS

Secretary JS

Given under my hand and official seal this 20th day of June, 1996.

Lissette Suarez

LISSETTE SUAREZ
Notary Public, State of New York
No. 20-1944248
Qualified in Kings County
Commission Expires November 14, 1996

COCK County Clerk's Office

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ACKNOWLEDGEMENT - IL

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

I, Terry Z. Lucas, a Notary Public in and for the State and County aforesaid, do hereby certify that John H. Stevens, personally known to me to be the Vice President of CHEMICAL BANK, a banking corporation organized under the Laws of the State of New York, 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 28th day of June, 1990.

Terry Z. Lucas

TERRY Z. LUCAS
NOTARY PUBLIC, State of New York
No. 4964279
Qualified in New York County
Commission Expires March 26, 1992

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ACKNOWLEDGEMENT - IL

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

I, Beth A. Sansiper, a Notary Public in and for the State and County aforesaid, do hereby certify that Laura E. Spearman, personally known to me to be the Vice President of CHEMICAL BANK, a banking corporation organized under the laws of the State of New York, 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 she 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 28th day of June, 1990.

Beth A. Sansiper

BETH A. SANSIPER
NOTARY PUBLIC, State of New York
No. 4965417
Qualified in New York County
Commission Expires April 16, 1992

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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.

Madison County Clerk's Office

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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, 83.57 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 all right, title and interest of Service Merchandise Company, Inc. with 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 359.00 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 13, 1990, bearing the certification James R. Fister, Georgia Registered Land Surveyor No. 1821.

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Property of Cook County Clerk's Office

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)

Commonly known as:
16795 Torrence Avenue
Lansing, Illinois

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.

Parcel 3:

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.

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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

Parcel 2:

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.

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 50 seconds East a distance of 168.5 feet to the point of beginning;

That part of Outlot A described as follows:

ALSO

The South 9.5 feet of the East 18.25 feet of the West 33.0 feet of Lot 9; also the South 1.0 foot of the East 241 feet of Lot 9;

ALSO

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;

Lot () (except that part described as follows:

Parcel 1:

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

EXHIBIT A-5

SMC # 265
Lansing, Illinois

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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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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)

Property of Cook County Clerk's Office

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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 5839, 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 5406, 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

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110 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 Agreement 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 238.00 feet to a point, (4) N 29 degrees 00' 00" E 5.00 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 83° 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 M&W 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 PK 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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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°25'48" 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

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distance of 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

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SMC # 098
Bloomingtondale, 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: Bloomingtondale 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 ALTA 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 as Document No. _____; 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, 0.75 feet to the corner of an existing block

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wall; thence 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 50 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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distance of 201.65 feet to a corner of said CJV tract, the same being the northeasterly corner of said 3.319 acres tract;

thence North $86^{\circ} 24' 38''$ West, with a southerly line of said CJV tract and with the northerly line of said 3.319 acres tract, a distance of 432.36 feet to a southwesterly corner of said CJV tract;

thence North $3^{\circ} 26' 00''$ East, with a westerly line of said CJV tract, a distance of 201.65 feet to a corner of said CJV tract;

thence North $86^{\circ} 24' 38''$ West, with a southerly line of said CJV tract, a distance of 48.86 feet to an angle point in the right-of-way boundary of said Northland Plaza Drive as said Northland Plaza Drive is designated and delineated upon said plat of Northland Plaza Drive and Forest Hills Boulevard Dedication and Easements;

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

- 1) northwardly, with the arc of a curve to the left having a radius of 325.00 feet, a central angle of $24^{\circ} 13' 27''$ and a chord that bears North $15^{\circ} 42' 06''$ East, a chord distance of 136.39 feet to the point of tangency;
- 2) North $3^{\circ} 35' 22''$ East, 146.74 feet to the point of curvature;
- 3) eastwardly, with the arc of a curve to the right having a radius of 275.00 feet, a central angle of $139^{\circ} 33' 46''$ and a chord that bears North $76^{\circ} 22' 15''$ East, a chord distance of 516.11 feet to the point of reverse curvature;
- 4) eastwardly, with the arc of a curve to the left having a radius of 425.00 feet, a central angle of $89^{\circ} 04' 13''$ and a chord that bears South $81^{\circ} 22' 59''$ East, a chord distance of 596.14 feet to the point of reverse curvature;
- 5) eastwardly, with the arc of a curve to the right having a radius of 325.00 feet, a central angle of $37^{\circ} 49' 10''$ and a chord that bears North $72^{\circ} 59' 27''$ East, a chord distance of 210.65 feet to the point of beginning and containing 22.158 acres of land, more or less.

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

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.

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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.

Property of Cook County Clerk's Office

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HJW # 464
Colorado Springs, Colorado

EXHIBIT A-20

LOT 2 IN BLOCK 1 IN REPLAT OF LOT 1, BLOCK 1, CHAPEL HILLS SHOPPING CENTER SUBDIVISION NO. 1, IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

TOGETHER WITH ALL OF THE NON-EXCLUSIVE EASEMENTS APPURTENANT THERETO PURSUANT TO THE OPERATING AGREEMENT, DATED JULY 16, 1981, RECORDED JULY 27, 1981, IN BOOK 3459 AT PAGE 484, RE-RECORDED JULY 27, 1981 IN BOOK 3460 AT PAGE 195 AND AS AMENDED BY FIRST AMENDMENT OF OPERATING AGREEMENT RECORDED AUGUST 2, 1984 IN BOOK 3901 (AT PAGE 612 AND AS FURTHER AMENDED BY AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 3, 1984 IN BOOK 3944 AT PAGE 1445 AND BY MERVYN'S OPERATING AGREEMENT GIVEN IN CONJUNCTION THEREWITH RECORDED JANUARY 22, 1986 IN BOOK 5117 AT PAGE 0530 AND BY SECOND AMENDMENT OF OPERATING AGREEMENT RECORDED JUNE 5, 1986 IN BOOK 5181 AT PAGE 1097.

Book County Clerk's Office

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HJW # 409
St. Petersburg, Florida

EXHIBIT A-21

Lot 2, HOLIDAY PARK TYRONE SECOND ADDITION, according to the plat thereof as recorded in Plat Book 71, page 77, Public Records of Pinellas County, Florida.

Being the same property conveyed to H.J. Wilson Co., Inc. by Quit Claim Deed dated June 16, 1987, recorded June 23, 1987 in Official Records Book 6523 on page 1048 of the Public Records of Pinellas County, Florida.

Property of Cook County Clerk's Office

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HJW # 248
Decatur, Georgia

EXHIBIT A-22

All that tract or parcel of land lying and being in Land Lot 120 of the 15th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at a concrete monument found at the point of intersection of the southwesterly right of way of Candler Road (right of way varies) with the northerly right of way of Interstate Highway 20; thence south $15^{\circ} 07' 11''$ west 45.54 feet along the right of way of Interstate 20 to a concrete right of way monument; thence south $64^{\circ} 08' 20''$ west 388.00 feet along said right of way to a concrete monument found; thence south $75^{\circ} 50' 46''$ west 589.20 feet along said right of way to an iron pin found; thence north $06^{\circ} 37' 44''$ west 677.81 feet to a nail found; thence north $89^{\circ} 41' 52''$ east 505.15 feet to a nail found; thence south $11^{\circ} 58' 23''$ east 101.36 feet to a three eighths inch iron pin found; thence north $07^{\circ} 15' 44''$ east 174.07 feet to a three eighths inch iron pin found; thence south $25^{\circ} 51' 20''$ east 149.97 feet to a one-half inch iron pin found; thence north $86^{\circ} 59' 40''$ east 174.58 feet to a nail found on the southwesterly right of way of Candler Road; thence south $34^{\circ} 45' 23''$ east 124.18 feet along the right of way of Candler Road to a concrete monument marking the TRUE POINT OF BEGINNING.

The foregoing property is described in accordance with a survey for Sovran Bank/Central South, Lawyers Title Insurance Corporation and Service Merchandise prepared by Hill-Fister Engineers, Inc. dated June 9, 1989, last revised April 5, 1990, bearing the certification of James Robert Fister, Georgia Registered Land Surveyor No. 1821. Said parcel contains 10.23 acres according to said survey.

TOGETHER WITH (1) A non-exclusive easement over and across a 60-foot wide strip, for the purpose of ingress to and egress from property now or previously owned by U.S. Realty Investments together with the right to make and curb cut not more than 25 feet in width, the eastern side of which shall be located no closer to the southwesterly right-of-way of Candler Road than the northwesterly corner of a parcel of land now owned by Gulf Oil Corporation, which parcel fronts on Candler Road and adjoins said other property now or previously owned by U.S. Realty Investments and the westerly side of said curb cut shall be located not more than 174 feet westerly from said northwesterly corner of said Gulf Oil Corporation property as recorded in Deed Book 2413, Pages 593 and 594, DeKalb County Records.

ALSO, (2) An easement for the construction and maintenance, of a sanitary sewer line running from said other property now or previously owned by U.S. Realty Investments along the south line

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of the property hereby conveyed to an existing sanitary sewer line crossing the property in a northerly-southerly direction (said existing sanitary sewer line being shown on the plat of survey prepared by Shirey, Nelson and Associates, No. 68183B, dated April 15, 1968 and revised on April 24, 1970, May 11, 1970 and May 12, 1970. Said easement shall be 20 feet wide for the construction of said line and 10 feet wide for the maintenance thereof, all as recorded in Deed Book 2413, Page 594, DeKalb County Records.

ALSO, (3) An easement for ingress and egress, and the construction of a curb cut, which easement is limited to 60 feet in width and an easement 10 feet in width for the construction of a storm drain, all as provided in that certain Easement Agreement recorded in Deed Book 2727 at Page 532 DeKalb County Records.

LESS AND EXCEPT the portion of such property taken by the Georgia Department of Transportation in the case of Department of Transportation vs Service Merchandise of Atlanta, Inc. f/k/a Ellman and Company, Inc. and Life Insurance Company of Georgia, Civil Action File No. 90-2903-1 in the Superior Court of DeKalb County, Georgia. A more complete description of such property is as follows:

BEGINNING at a point on the northwestern existing right of way line of I-20 West, said point being 228.56 feet left of and opposite station 549+64.52 on the construction centerline of Georgia Highway Project IR-20-2(110), running thence northeasterly along said northwestern existing right of way line of I-20 West a distance of 45.25 feet to a point 267.93 feet left of and opposite station 549+86.84 on said centerline, said point also being on the southwestern existing right of way line of Candler Road; thence northwesterly along said southwestern existing right of way line of Candler Road a distance of 124.43 feet to a point 384.46 feet left of and opposite station 549+43.20 on said centerline, said point also being on the condemnees' northern property line; thence southwesterly along said northern property line a distance of 14 feet to a point 387.14 feet left of and opposite station 549+29.46 on said centerline; thence S 25° 49' 9.7" E a distance of 162.41 feet back to the point of BEGINNING.

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HJW # 250
Morrow, Georgia

EXHIBIT A-23

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 112, 12th District, Clayton County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT marked by an iron pin found 273.83 feet westerly, as measured along the northern margin of the right-of-way of Morrow Industrial Boulevard (having a right-of-way width of 100 feet), from the intersection of the northern margin of the right-of-way of Morrow Industrial Boulevard with the western margin of the right-of-way of State Road 54 (said point of beginning also being 314.23 feet westerly, as measured along the northern margin of the right-of-way of Morrow Industrial Boulevard, from the intersection of the northern margin of the right-of-way of Morrow Industrial Boulevard with the western margin of the original 50-foot right-of-way of State Road 54); THENCE S89° 26' 45"W along the northern margin of the right-of-way of Morrow Industrial Boulevard a distance of 429.58 feet to a point marked by an iron pin placed (said point being located on the eastern margin of right-of-way of Park Place); THENCE northwesterly and northerly along the northeastern and eastern margin of the right-of-way of Park Place the following three courses and distances: N69° 29' 03"W a distance of 60.09 feet to a point marked by an iron pin placed, N24° 41' 17"W a distance of 61.55 feet to a point marked by an iron pin placed, and N00° 00' 00"E a distance of 382.07 feet to a point marked by an iron pin placed (said point being located on the southeastern margin of the right-of-way of Center Street); THENCE N24° 26' 32"E along the southeastern margin of the right-of-way of Center Street a distance of 21.36 feet to a point marked by an iron pin placed; THENCE N89° 26' 45"E along the southern margin of the right-of-way of Center Street a distance of 412.90 feet to a point; THENCE southeasterly along the southern margin of the right-of-way of Center Street, and following the curvature thereof, an arc distance of 185.52 feet to a point (the preceding arc being subtended by a chord having a chord bearing of S74° 50' 04"E and a chord distance of 183.20 feet); THENCE S59° 06' 54"E along the southwestern margin of the right-of-way of Center Street a distance of 19.51 feet to a point marked by an iron pin found; THENCE S30° 53' 06"W a distance of 95.49 feet to a point marked by an iron pin found; THENCE S09° 28' 51"W a distance of 342.29 feet to the POINT OF BEGINNING.

TOGETHER WITH rights of ingress and egress contained in Warranty Deed recorded in Deed Book 793, page 362, Clayton County Records.

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HJW # 247
Atlanta, Georgia

EXHIBIT A-24

All that tract or parcel of land lying and being in Land Lot 6 of the 17th District, Fulton County, Georgia, and being within the city limits of the City of Atlanta, being more particularly described as follows:

BEGINNING at an iron pin placed on the eastern right of way line of Cheshire Bridge Road at a point 447.23 feet northerly from the intersection of the eastern right of way line of said Cheshire Bridge Road with the northern right of way line of Sheridan Road (having a 50 foot right of way), and running thence north 08 degrees 08 minutes 47 seconds west along the eastern right of way of said Cheshire Bridge Road 103.40 feet to a nail placed; continuing thence along the eastern right of way of Cheshire Bridge Road north 03 degrees 24 minutes 35 seconds west 57.15 feet to a nail placed; continuing thence along the eastern right of way of Cheshire Bridge Road north 08 degrees 05 minutes 48 seconds west 70.97 feet to a point; running thence north 84 degrees 30 minutes 51 seconds east 9.44 feet to a point; running thence north 09 degrees 13 minutes 12 seconds east 170.43 feet to an iron pin placed; running thence north 47 degrees 31 minutes 36 seconds east 15.10 feet to an iron pin placed; running thence north 88 degrees 39 minutes 00 seconds east 399.00 feet along the southern boundary line of property now or formerly owned by Mrs. Peggy Horkan Finch as described in deed recorded in Deed Book 3471, page 38, Fulton County, Georgia deed records; running thence north 08 degrees 08 minutes 59 seconds west 79.58 feet along the eastern boundary line of the aforesaid Finch property to an iron pin placed; running thence south 89 degrees 02 minutes 30 seconds east 474.70 feet along the southern boundary line of property owned now or formerly owned by Public Storage Properties XVI, Ltd. as described in deed recorded in Deed Book 9838, page 480, Fulton County, Georgia deed records, to an iron pin found on the line separating Land Lot 6 of the 17th District Fulton County, Georgia and Land Lot 154 of the 18th District DeKalb County, Georgia; running thence along said line separating Fulton and DeKalb Counties south 00 degrees 54 minutes 14 seconds east 70.36 feet to an iron pin placed; running thence south 88 degrees 43 minutes 37 seconds west 393.97 feet to an iron pin found; running thence south 01 degrees 15 minutes 00 seconds east 403.84 feet to an iron pin found; running thence along the northern property line of land now or formerly owned by UVAG Realty Partnership, as described in deed recorded in Deed Book 10247, page 229, Fulton County, Georgia deed records, south 89 degrees 16 minutes 00 seconds west 498.12 feet to a point on the easterly right of way line of Cheshire Bridge Road and the point of beginning.

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Being the same property as shown on that certain plat of survey for Service Merchandise, dated June 7, 1989, by Wooley & Associates, Inc., bearing the seal of James W. Wooley, Georgia Registered Land Surveyor No. 1478. Said survey revised on March 16, 1990.

TOGETHER WITH the right of unimpeded ingress and egress set forth in that certain Right of Way Deed made by Ellman's Inc. to the Department of Transportation recorded in Book 7951, page 271, Fulton County records.

Property of Cook County Clerk's Office

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HJW # 450
Wichita, Kansas

EXHIBIT A-25

TRACT I:

A tract of land in the Northwest Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., described as follows: Commencing at the Northeast Corner of said Northwest Quarter, thence South 80.00 feet on a bearing of South 00 degrees 11'32" East along the East line of said Northwest Quarter to the South line of Maple Street; thence 1,552.22 feet on a bearing of South 89 degrees 48'05" West along the South line of Maple Street to the Easterly right-of-way line of Highway I-235; thence 596.46 feet on a bearing of South 33 degrees 44'17" East along said Easterly right-of-way line to the point of beginning; thence 19.06 feet on a bearing of South 33 degrees 44'17" East along said Easterly right-of-way line; thence 210.60 feet on a bearing of South 31 degrees 46'51" East along said Easterly right-of-way line; thence 303.90 feet on a curve to the right along said Easterly right-of-way line said curve having a central angle of 05 degrees 46'15" and a radius of 3,017.29 feet with a long chord of 303.77 feet, the bearing of said long chord is South 26 degrees 50'55" East; thence 207.04 feet on a bearing of North 89 degrees 39'40" East; thence 38.00 feet on a bearing of South 00 degrees 20'20" East; thence 50.00 feet on a bearing of North 89 degrees 39'40" East; thence 218.02 feet on a bearing of North 00 degrees 20'20" West; thence 65.00 feet on a bearing of North 89 degrees 39'40" East; thence 171.40 feet on a bearing of North 00 degrees 20'20" West; thence 58.92 feet on a bearing of South 89 degrees 39'40" West; thence 116.00 feet on a bearing of North 00 degrees 20'20" West; thence 519.06 feet on a bearing of South 89 degrees 39'40" West to the point of beginning, Lot 9, Towne West Square Second Addition, Sedgwick County, Kansas.

TRACT II:

Together with those certain Easement Rights in and over the land described as the Penney Tract, the Montgomery Ward Tract, The Dillard Tract, and the Developer's Tract as contained in that certain Construction, Operation and Reciprocal Easement Agreement filed April 17, 1979 in Film 359, page 1063 and First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Film 387, page 672, Film 387, page 680, Film 387, page 688 and Film 387, page 696 by and between Towne West Mall Company, Montgomery Ward Development Corporation, Montgomery Ward & Co., Incorporated, Construction Developers, Incorporated, Dillard Department Stores, Inc., J.C. Penney Properties, Inc. and H.J. Wilson Co., Inc.

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HJW # 405
Lafayette, Louisiana

EXHIBIT A-26

THAT CERTAIN TRACT OF LAND, located in Section 63, T 10 S, R 4 E, Lafayette Parish, Louisiana, bounded northeasterly by Idlewood Park and property of Dumesnil and Hebert, southeasterly by Johnston Street (Louisiana Highway 167), southwesterly by property of Source Properties, Inc., and northwesterly by property of First Mart Credit Corp., being more particularly described as follows:

Commencing at the northwesterly right of way of Johnston Street (Louisiana Highway 167) and the southwesterly right of way of Idlewood Boulevard, said point being a 3/4-inch galvanized iron pipe; thence in a southwesterly direction along the northwesterly right of way of Johnston Street (Louisiana Highway 167) a distance of 250 feet to the POINT OF BEGINNING, said point being a 2-inch galvanized iron pipe; from said point of beginning proceed along the northwesterly right of way of Johnston Street (Louisiana Highway 167) South $41^{\circ}40'00''$ West a distance of 500.00 feet to the centerline of Gloucester Drive; thence along the centerline of Gloucester Drive North $46^{\circ}26'07''$ West actual (North $46^{\circ}36'$ West title) 558.70 feet to the intersection of the centerline of Gloucester Drive and the centerline of Birch Drive; thence along the centerline of Birch Drive North $42^{\circ}27'45''$ East actual (North $42^{\circ}31'30''$ East title) 499.20 feet; thence along the southwesterly property line of Lot 21, Idlewood Park South $47^{\circ}16'41''$ East actual (South $47^{\circ}16'$ East title) 160.50 feet to a 1-inch iron pipe; thence South $43^{\circ}58'12''$ West 1.64 feet actual (South $33^{\circ}02'00''$ West 1.50 feet title) to a 1-inch iron pipe; thence along the southwesterly property line of Dumesnil & Hebert, South $46^{\circ}25'14''$ East 391.27 feet actual (South $46^{\circ}36'$ East 390.4 feet title), back to the point of beginning. Said parcel of land contains 6.372 acres, more or less.

All as more fully shown on the survey by Michael J. Breaux & Associates, Inc., M.J. Breaux, R.L.S., dated June 23, 1989, revised March 21, 1990.

Improvements thereon bear 4750 Johnston Street.

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BJW # 417
Shreveport, Louisiana

EXHIBIT A-27

A tract of land situated in the Parish of Caddo, State of Louisiana, being more particularly described as Lot G according to survey map made by JOPA Engineers, Inc., dated December 4, 1974, entitled "Eastgate Plaza, A Commercial Subdivision located in Sec. 20, T17N, R13W", a copy of which is recorded in Map Book 1500, pages 39 through 45, inclusive, Official Records of Caddo Parish, Louisiana, and having such dimensions as shown on said map, and being described according to such plat as follows:

Commence at the northwest corner of Tract G as shown on the above described plat, thence North 89 degrees 54 minutes East along the South right of way of Pacific Avenue a distance of 305.5 feet to the point of curvature of a curve to the right, said curve having a central angle of 30 degrees 35 minutes, a tangent of 99.06 feet, and a radius of 362.32 feet; thence run in a Southeasterly direction along the arc of said curve and along the South right of way line of Pacific Avenue a distance of 193.4 feet to the point of tangency; thence run South 59 degrees 31 minutes east along the South right of way line of Pacific Avenue a distance of 12.4 feet to the Point of Curvature of a curve to the right or South, said curve having a central angle of 90 degrees 07 minutes, a tangent and radius of 20.0 feet; thence run Southeasterly along the arc of said curve 31.8 feet to a point of the Northwesterly right of way line of East Kings Highway, said point being the point of reverse curve of a curve to the left or South, said curve having a central angle of 5 degrees 49 minutes 25 seconds, a tangent of 91.85 feet and a radius of 1,190.5 feet thence run in a Southwesterly direction along the arc of said curve and the Northwesterly right of way line of East Kings Highway a distance of 183.34 feet; thence run South 21 degrees 19 minutes West along the Northwesterly right of way line of East Kings Highway a distance of 276.10 feet to the point of curvature of a curve to the left or South, said curve having a central angle of 9 degrees 16 minutes, a tangent of 96.32 feet, and a radius of 1,188.52 feet; thence run in a Southwesterly direction along the arc of said curve and the Northwesterly right of way line of East Kings Highway a distance of 192.22 feet to the point of tangency; thence run South 12 degrees 03 minutes West along the Northwesterly right of way line of East Kings Highway a distance of 35.79 feet; thence run South 89 degrees 54 minutes West a distance of 250.0 feet; thence run South 0 degrees 06 minutes East a distance of 175.0 feet to a point on the North right of way line of 70th Street; thence run North 89 degrees 19 minutes 45 seconds West along the North right of way line of 70th Street a distance of 99.8 feet; thence run North 0 degrees 06 minutes West a distance of 588.31 feet; thence run North 89 degrees 54 minutes East a distance of 158.66 feet; thence run

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North 0 degrees 06 minutes West a distance of 207.0 feet; thence run South 89 degrees 54 minutes West a distance of 26.0 feet; thence run North 0 degrees 06 minutes West a distance of 42.0 feet; thence run South 89 degrees 54 minutes West a distance of 47.5 feet; thence run North 0 degrees 06 minutes West a distance of 61.0 feet to the point of beginning.

Property of Cook County Clerk's Office

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HJW # 466
Memphis, Tennessee

EXHIBIT A-28

TRACT I:

A Portion of the Mall of Memphis as recorded in Plat Book 87, page 6, in the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a P.K. Nail set in the easterly line of Cherry Road a distance of 977.46 feet northeastwardly from the point of intersection of the tangents to a curve having a radius of 30.00 feet located at the northeast corner of Cherry Road and American Way; thence northeastwardly with the easterly line of Cherry Road and along a curve to the left having a radius of 1790.00 feet a distance of 24.00 feet to a P.K. Nail; thence, South 57 degrees 46 minutes 05 seconds East a distance of 39.04 feet to a P.K. Nail set at a point of curvature; thence, southeastwardly and along a curve to the right having a radius of 133.01 feet a distance of 58.48 feet to a P.K. Nail set at a point of reverse curvature; thence, southeastwardly and along a curve to the left having a radius of 25.00 feet a distance of 39.27 feet to a P.K. Nail set at a point of tangency; thence, North 57 degrees 25 minutes 29 seconds East a distance of 62.51 feet to a P.K. Nail; thence, South 41 degrees 04 minutes 31 seconds East a distance of 218.58 feet to a P.K. Nail; thence, North 48 degrees 55 minutes 29 seconds East a distance of 194.00 feet to a P.K. Nail; thence, South 86 degrees 04 minutes 31 seconds East a distance of 293.25 feet to a P.K. Nail; thence, South 3 degrees 55 minutes 29 seconds West a distance of 265.00 feet to a P.K. Nail; thence, South 46 degrees 14 minutes 28 seconds East a distance of 97.56 feet to a P.K. Nail; thence, South 3 degrees 55 minutes 29 seconds West a distance of 56.25 feet to a P.K. Nail; thence, North 86 degrees 04 minutes 31 seconds West a distance of 61.25 feet to a P.K. Nail; thence, South 3 degrees 55 minutes 29 seconds West a distance of 19.50 feet to a P.K. Nail; thence, North 86 degrees 04 minutes 31 seconds West a distance of 16.92 feet to a P.K. Nail; thence, South 3 degrees 55 minutes 29 seconds West a distance of 74.42 feet to the centerline of a 2-inch construction gap; thence, North 86 degrees 04 minutes 31 seconds West with the centerline of a 2-inch construction gap a distance of 182.83 feet to a P.K. Nail; thence, North 3 degrees 55 minutes 29 seconds East a distance of 43.75 feet to a P.K. Nail; thence, North 86 degrees 04 minutes 31 seconds West a distance of 38.36 feet to a P.K. Nail; thence, North 41 degrees 04 minutes 31 seconds West a distance of 539.15 feet to a P.K. Nail; thence, South 57 degrees 25 minutes 29 seconds West a distance of 53.20 feet to a P.K. Nail; thence, North 32 degrees 34 minutes 31 seconds West a distance of 69.00 feet to a P.K. Nail set at a point of curvature; thence, northwestwardly and

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along a curve to the left having a radius of 109.01 feet a distance of 47.93 feet to a P.K. Nail set a point of tangency; thence, North 57 degrees 46 minutes 05 seconds West a distance of 38.70 feet to the point of beginning and containing an area of 4.417 Acres.

TRACT II:

Together with Easements appurtenant thereto as set forth in Book T7, page 9981.

Property of Cook County Clerk's Office

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HJW # 448
Denton, Texas

EXHIBIT A-29

All that certain tract or parcel of land lying and being situated in the J. W. McGowan Survey, Abstract 797, and the R.H. Hopkins Survey Abstract, Abstract 1694, Denton County, Texas, being a portion of that certain tract of land conveyed to Denton Mall Company by deed recorded in Volume 858, Page 211, Deed Records, Denton County, Texas, and being Lot 2, Block 1 of Golden Triangle Addition, according to the Replat recorded in Cabinet B, Page 124, Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the Northeasterly Right-of-Way line of Interstate Highway 35-E and the Southerly Right-of-Way line of San Jacinto Boulevard (an 80.00 foot wide public street);

THENCE North 41 degrees 51 minutes 00 seconds East along said South Right-of-Way line a distance of 341.33 feet to the point-of-beginning of a curve to the right whose radius point bears South 48 degrees 09 minutes 00 seconds East 960.0 feet;

THENCE along said curve to the right and along said South Right-of-Way line in a Northeasterly direction through a central angle of 20 degrees 47 minutes 00 seconds a distance of 348.23 feet to the end of said curve;

THENCE North 62 degrees 38 minutes 00 seconds East continuing along said Right-of-Way line a distance of 872.53 feet to the beginning of a curve to the left whose radius point bears North 27 degrees 22 minutes 00 seconds West 1040.0 feet;

THENCE along said curve to the left and continuing along said South Right-of-Way line in a Northeasterly direction through a central angle of 12 degrees 49 minutes 00 seconds a distance of 232.64 feet to the end of said curve;

THENCE North 49 degrees 49 minutes 00 seconds East continuing along said South Right-of-Way line a distance of 359.92 feet to the intersection of said South Right-of-Way line with the Southwesterly Right-of-Way line of Colorado Boulevard, a 100 foot wide public street;

THENCE South 40 degrees 11 minutes 00 seconds East along said Southwesterly Right-of-Way line a distance of 337.43 feet to the Point-of-Beginning of the tract herein described;

THENCE South 49 degrees 49 minutes 00 seconds West a distance of 44.39 feet to a point;

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THENCE South 08 degrees 14 minutes 18 seconds West a distance of 70.64 feet to a point;

THENCE North 81 degrees 45 minutes 42 seconds West a distance of 11.91 feet to a point;

THENCE South 11 degrees 28 minutes 42 seconds East a distance of 115.23 feet to a point;

THENCE North 71 degrees 28 minutes 42 seconds West a distance of 31.15 feet to a point;

THENCE South 11 degrees 28 minutes 42 seconds East a distance of 316.44 feet to a point;

THENCE South 73 degrees 31 minutes 18 seconds West a distance of 202.23 feet to a point;

THENCE South 37 degrees 01 minutes 18 seconds West a distance of 61.06 feet to a point;

THENCE South 11 degrees 28 minutes 42 seconds East a distance of 197.36 feet to a point;

THENCE South 78 degrees 31 minutes 18 seconds West a distance of 204.0 feet to a point;

THENCE North 11 degrees 28 minutes 42 seconds West a distance of 79.0 feet to a point;

THENCE South 78 degrees 31 minutes 18 seconds West a distance of 42.17 feet to a point.

THENCE North 11 degrees 28 minutes 42 seconds West a distance of 120.0 feet to a point;

THENCE North 78 degrees 31 minutes 18 seconds East a distance of 106.49 feet to a point;

THENCE North 11 degrees 28 minutes 42 seconds West a distance of 107.67 feet to a point;

THENCE North 33 degrees 31 minutes 18 seconds East a distance of 396.88 feet to a point;

THENCE North 11 degrees 28 minutes 42 seconds West a distance of 114.62 feet to a point;

THENCE South 81 degrees 45 minutes 42 seconds East a distance of 125.24 feet to a point;

THENCE North 08 degrees 14 minutes 18 seconds East a distance of 81.65 feet to a point;

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THENCE North 49 degrees 49 minutes 00 seconds East a distance of 55.40 feet to a point;

THENCE South 40 degrees 11 minutes 00 seconds East a distance of 29.0 feet to the Point-of-Beginning and containing 164,995 square feet or 3.788 acres of land.

TOGETHER WITH nonexclusive rights in and to the following:

EASEMENT TRACTS:

Easement rights appurtenant to said tract as created by the following:

- (i) Construction, Operation and Reciprocal Easement Agreement dated July 6, 1979 and recorded on August 2, 1979 in Book 966, page 424;
- (ii) Amendment, Ratification and Adoption of Construction, Operation and Reciprocal Easement Agreement dated December 7, 1979 and recorded December 11, 1979 in volume 990, page 861;
- (iii) Second Amendment dated January 22, 1981, recorded November 17, 1981 in volume 1112, page 481;
- (iv) Second Supplemental Agreement dated July 6, 1979, recorded August 2, 1979 in volume 966, page 596;
- (v) Reciprocal Easement and Operating Agreement dated April 5, 1984, filed April 6, 1984 in volume 1377, page 524.

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HJW # 461
Baytown, Texas

EXHIBIT A-30

3.3189 Acres of land out of the W.C. R.R. Co. Survey, A-899, Harris County, Texas and being all of Lot "G" of San Jacinto Mall Subdivision as recorded in Volume 303, Page 116, Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at 5/8 inch iron road found in the south right-of-way line of Interstate Highway 10 (U.S. Highway 90) being the most northerly northwest corner of said San Jacinto Mall Subdivision and the northeast corner of a 3.261 acre H.L. & P. Co. tract as recorded in Volume 3042, Page 09 Harris County Deed Records;

THENCE South $10^{\circ} 43' 38''$ East, a distance of 1036.25 feet to a 1/2 inch iron rod set for the POINT OF BEGINNING;

THENCE North $79^{\circ} 16' 22''$ East, a distance of 296.60 feet to a P.K. nail set for corner;

THENCE South $55^{\circ} 06' 49''$ East, a distance of 35.21 feet to a P.K. nail set for corner;

THENCE North $34^{\circ} 53' 11''$ East, a distance of 105.00 feet to a point for corner;

THENCE South $55^{\circ} 06' 49''$ East, a distance of 45.00 feet to a point for corner;

THENCE North $34^{\circ} 53' 11''$ East, a distance of 45.00 feet to a point for corner;

THENCE South $55^{\circ} 06' 49''$ East, a distance of 172.00 feet to a point for corner;

THENCE South $34^{\circ} 53' 11''$ West, a distance of 272.60 feet to a P.K. nail set for corner;

THENCE South $79^{\circ} 16' 22''$ West, a distance of 471.90 feet to a 1/2 inch iron road set for corner in the easterly line of a 50 feet wide Humble Oil and Refining Company Easement as recorded in Volume 5353, Page 174 Harris County Deed Records;

THENCE northerly along the easterly line of said Humble Oil and Refining Company Easement, North $10^{\circ} 43' 38''$ West, a distance of 91.37 feet to a 1/2 inch iron rod set for corner;

THENCE North $79^{\circ} 40' 53''$ East, a distance of 86.50 feet to a 1/2 inch iron rod found for corner;

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THENCE North 10° 43' 38" West, a distance of 175.25 feet to the POINT OF BEGINNING and containing 3.3189 acres (144,569 square feet) of land more or less.

EASEMENT TRACTS:

Easement rights appurtenant to said tract as created by the following:

- (i) Construction, Operation and Reciprocal Easement Agreement dated April 27, 1979, filed April 27, 1979, under County Clerk's File No. G-059786.
- (ii) First Amendment to Construction, Operation and Reciprocal Easement Agreement dated July 6, 1979, filed September 19, 1979, under County Clerk's File No. G-245674.
- (iii) First Restatement of Construction, Operation and Reciprocal Easement Agreement dated September 6, 1979, filed September 20, 1979, under County Clerk's File No. G-247140.
- (iv) Second Supplement to First Restatement of Construction, Operation and Reciprocal Easement Agreement dated January 29, 1980, filed February 5, 1981, under County Clerk's File No. G-855690.
- (v) Second Restatement of Construction, Operation and Reciprocal Easement Agreement dated January 17, 1981, filed November 5, 1981, under County Clerk's File No. H-215247.
- (vi) Supplemental to Second Restatement Construction, Operation and Reciprocal Easement Agreement dated July 17, 1981, filed November 25, 1981, under County Clerk's File No. H-239830.
- (vii) Third Restatement of Construction, Operation and Reciprocal Easement Agreement dated April 30, 1984, filed May 2, 1984, under County Clerk's File No. J-486123.

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HJW # 411
Houston, Texas

EXHIBIT A-31

5.5851 Acres of land located in the C. McKinzie Survey, A-560, Harris County, Texas and being out of Block 28, Sharpstown Industrial Park, Section Eight as recorded in Volume 27, Page 42 of Harris County Map Records, said 5.5851 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the projected point of intersection of the southwesterly right-of-way line of Bellerive Drive (60 feet wide) with the northwesterly right-of-way line of U.S. Highway 59 (Southwest Freeway 300 feet wide);

THENCE northwesterly along the projected southwesterly line of said Bellerive Drive, North $44^{\circ} 44' 12''$ West, a distance of 40.00 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING;

THENCE along the arc of a curve to the right having a central angle of $90^{\circ} 00' 00''$ and a radius of 40.00 feet, a distance of 62.83 feet to a 5/8 inch iron rod set for point of tangency;

THENCE southwesterly along the northwesterly line of said U.S. Highway 59, South $45^{\circ} 15' 48''$ West, a distance of 366.00 feet to a 5/8 inch iron rod found for corner;

THENCE North $44^{\circ} 44' 12''$ West, a distance of 600.07 feet to a 5/8 inch iron rod in concrete found for corner;

THENCE North $45^{\circ} 15' 48''$ East, 406.00 feet to a 5/8 inch iron rod found in the southwesterly line of said Bellerive Drive for corner;

THENCE southeasterly along the southwesterly line of said Bellerive Drive, South $44^{\circ} 44' 12''$ East, a distance of 560.07 feet to the POINT OF BEGINNING and containing 5.5851 acres (243,285 square feet) of land more or less.

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HJW # 459
Arlington, Texas

EXHIBIT A-32

Being a portion of Lot 1R, Block 1, Forum 303 Addition to the City of Arlington, Tarrant County, Texas, according to the revised plat recorded in Volume 388-189, page 7, Deed Records, Tarrant County, Texas, and this portion being described by metes and bounds as follows:

BEGINNING at a "Y" cut in concrete for the east corner of the herein described tract, said "Y" being South 69 degrees 55 minutes 10 seconds West, a distance of 223.96 feet, (called 225.00 feet), and South 20 degrees 04 minutes 50 seconds East, a distance of 2.0 feet, from the intersection of Column Line "C" and Column Line 27 as shown on said Plat;

THENCE South 69 degrees 55 minutes 10 seconds West, a distance of 262.34 feet to a point for corner, a "Y" cut in brick wall bears North 20 degrees 04 minutes 50 seconds West, a distance of 1.42 feet;

THENCE North 20 degrees 04 minutes 50 seconds West, at 1.42 feet passing a "Y" cut in brick wall, at 2.0 feet passing Column Line "C" and the southerly line of a 40 foot utility easement, at 42.0 feet passing the northerly line of said 40 foot utility easement and beginning the easterly line of a 40.00 foot utility easement, and along the easterly line of said easement a distance of 185.0 feet to a Railroad spike set for corner;

THENCE North 69 degrees 55 minutes 10 seconds East, a distance of 262.34 feet to a Railroad spike set for corner.

THENCE South 20 degrees 04 minutes 50 seconds East, a 143.0 feet passing the northerly line of said 40 foot utility easement, in all a distance of 185.0 feet to the point of beginning and containing 48,533 square feet of land.

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EXHIBIT B

All right, title and interest of the Company or the Subsidiary Guarantor in and to (i) all leases, subleases, licenses and other agreements (with respect to interests in real estate) affecting the use or occupancy of the Parcels now or hereafter entered into, (ii) all rents, issues and profits of the Parcels, (iii) all awards or payments, including interest thereon, which may be made with respect to the Parcels, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Parcels, (iv) all proceeds of and all unearned premiums on any insurance policy covering the Parcels, and (v) all fixtures and other property owned by the Company or the Subsidiary Guarantor, or in which the Company or the Subsidiary Guarantor has or shall have an interest, now or hereafter located upon the Parcels and the improvements thereon, or appurtenances thereto, which property constitutes a "fixture" under applicable state law, or is essential to the operation of the buildings located on the Parcels as a building.

Cook County Clerk's Office

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EXHIBIT C

Store #024 - Huntsville, Alabama

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #280 - Leesburg, Florida

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and its co-trustee named therein in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #281 - Gainesville, Florida

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and its co-trustee named therein in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #021 - Doraville, Georgia

Deed to Secure Debt and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #265 - Lansing, Illinois

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and P. Williams in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #549 - Mundelein, Illinois

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and P. Williams in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #171 - Louisville, Kentucky

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #283 - Toledo, Ohio

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

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Store #785 - Allentown, Pennsylvania

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #985 - Nashville/McNally, Tennessee

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #258 - Memphis, Tennessee

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #094 - Nashville, Tennessee

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #257 - Midland, Texas

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #677 - Virginia Beach, Virginia

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South and Sovran Bank, N.A. in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #019 - Stuart, Florida

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and its co-trustee named therein in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

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Store #291 - Joliet, Illinois

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and P. Williams in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #287 - Orland Park, Illinois

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and P. Williams in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #226 - Columbus, Ohio

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #464 - Colorado Springs, Colorado

Deed of Trust and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #409 - St. Petersburg, Florida

Mortgage and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South and its co-trustee named therein in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #248 - Decatur, Georgia

Deed to Secure Debt and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #250 - Morrow, Georgia

Deed to Secure Debt and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

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Store #247 - Atlanta, Georgia

Deed to Secure Debt and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #450 - Wichita, Kansas

Mortgage and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #405 - Lafayette, Louisiana

Act of Collateral Mortgage and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$9,000,000.00, dated the date hereof and intended to be recorded.

Store #417 - Shreveport, Louisiana

Act of Collateral Mortgage and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$9,000,000.00, dated the date hereof and intended to be recorded.

Store #466 - Memphis, Tennessee

Deed of Trust and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #448 - Denton, Texas

Deed of Trust and Security Agreement made by the Company to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #461 - Baytown, Texas

Deed of Trust and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

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Store #411 - Houston, Texas

Deed of Trust and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #459 - Arlington, Texas

Deed of Trust and Security Agreement made by the Subsidiary Guarantor to Sovran Bank/Central South in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

Store #093 - Bloomingdale, Illinois

Mortgage and Security Agreement made by the Company to Sovran Bank/Central South and P. Williams in the principal amount of \$90,000,000.00, dated the date hereof and intended to be recorded.

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EXHIBIT D

Store #021 - Doraville, Georgia

Deed to Secure Debt, Assignment of Rents and Security Agreement given by Company to Second Mortgagee, dated as of July 24, 1989 and recorded on October 9, 1989, in Deed Book 6539, page 001, Clerk's Office, Superior Court of DeKalb County, Georgia.

Store #247 - Atlanta, Georgia

Deed to Secure Debt, Assignment of Rents and Security Agreement given by Ellman's, Inc. to Second Mortgagee, dated as of July 24, 1989, recorded on October 10, 1989, in Deed Book 12849, page 172.

Store #248 - Decatur, Georgia

Deed to Secure Debt, Assignment of Rents and Security Agreement given by Ellman's, Inc. to Second Mortgagee, dated as of October 16, 1989 recorded October 24, 1989 in Deed Book 6555, page 260, Clerk's Office, Superior Court of DeKalb County, Georgia.

Store #250 - Morrow, Georgia

Deed to Secure Debt, Assignment of Rents and Security Agreement, given by Ellman's, Inc. to Second Mortgagee, as of dated October 16, 1989, recorded October 24, 1989 in Deed Book 1592, page 276.

Store #677 - Virginia Beach, Virginia

Credit Line Deed of Trust, Assignment of Leases and Rents and Security Agreement given by Company to David I. Miller and John Engel, Trustees, dated as of October 16, 1989, filed for record November 15, 1989 in Deed Book 2871, page 58, Clerk's Office, Circuit Court, City of Virginia Beach, State of Virginia.
Original Noteholder: Second Mortgagee.

Store #280 - Leesburg, Florida

Mortgage, Assignment of Leases and Rents and Security Agreement given by Company to Second Mortgagee, dated as of July 24, 1989, and recorded on July 26, 1989 in Official Record Book 1020, page 500, Public Records of Lake County, Florida.

Store #409 - St. Petersburg, Florida

Mortgage, Assignment of Leases and Rents and Security Agreement given by Subsidiary Guarantor to Second Mortgagee, dated as of July 24, 1989, and recorded on July 27, 1989 in Official Records Book 7052, page 149 in Public Records of Pinellas County, Florida.

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Store #19 - Jensen Beach (Stuart), Florida

Mortgage, Assignment of Leases and Rents and Security Agreement given by Company to Second Mortgagee, dated as of July 24, 1989, and recorded on August 2, 1989 with the Circuit Court Clerk for Martin County, in Book 822, page 1845.

Store #281 - Gainesville, Florida

Mortgage, Assignment of Leases and Rents and Security Agreement given by Company to Second Mortgagee, dated as of July 24, 1989, and recorded on July 25, 1989 in Official Records Book 1742, page 1905, in Public Records of Alachua County, Florida.

Store #283 - Toledo, Ohio

Open-End Mortgage, Assignment of Leases and Rents and Security Agreement, given by Company to Second Mortgagee, dated as of July 24, 1989 and recorded on July 25, 1989 in Mortgage Records 89-1010 A 01, in the Recorder's Office, Lucas County, Ohio.

Store #785 - Allentown, Pennsylvania

Mortgage given by Company to Second Mortgagee, dated as of July 23, 1989 and recorded on August 1, 1989, in the Recorder's Office of Lehigh County, Pennsylvania in Mortgage Book 1572, Page 1099.

Store #24 - Huntsville, Alabama

Mortgage, Assignment of Leases and Rents and Security Agreement, given by Company to Second Mortgagee, dated as of July 24, 1989, recorded on July 31, 1989, in Mortgage Book 1631, page 479 in the Office of the Judge of Probate of Madison County, Alabama.

Store #985 - Nashville, Tennessee

Deed of Trust given by Company to Second Mortgagee, dated as of October 16, 1989, recorded on October 24, 1989 in the Register's Office for Davidson County, Tennessee in Book 7967, page 74.

Store #466 - Memphis, Tennessee

Deed of Trust given by Subsidiary Guarantor to Second Mortgagee, dated as of July 24, 1989, filed on July 25, 1989 recorded July 27, 1989 in the Register's Office for Shelby County, Tennessee in Book BD, page 6144.

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Store #258 - Memphis, Tennessee

Deed of Trust given by Company to Second Mortgagee, dated as of July 24, 1989, filed July 25, 1989, recorded July 27, 1989 in the Register's Office for Shelby County, Tennessee in Book BD, page 6145.

Store #94 - Nashville, Tennessee

Deed of Trust given by Company to Second Mortgagee, dated as of July 24, 1989, recorded on July 25, 1989, in the Register's Office for Davidson County, Tennessee in Book 7897, page 16.

Store #464 - Colorado Springs, Colorado

Mortgage, Deed of Trust, Assignment of Leases and Rents and Security Agreement given by Subsidiary Guarantor to the Public Trustee of the County of El Paso, State of Colorado, as Trustee for the benefit of Second Mortgagee, dated as of July 24, 1989 and recorded on July 25, 1989 in Book 5652, page 370.

Store #450 - Wichita, Kansas

Mortgage, Assignment of Leases and Rents and Security Agreement given by Subsidiary Guarantor to Second Mortgagee, dated as of July 24, 1989, recorded on July 25, 1989 in the Register's Office of Sedgwick County, Kansas in Film 1058, page 1330.

Store #265 - Lansing, Illinois

Mortgage given by Company to Second Mortgagee, dated as of July 24, 1989, recorded on July 25, 1989 in Cook County, Illinois as Document Number 89339834.

Store #549 - Mundelein, Illinois

Mortgage given by Company to Second Mortgagee, dated as of July 24, 1989, recorded on August 9, 1989 in Lake County, Illinois as Document Number 2818923.

Store #405 - Lafayette, Louisiana

Collateral Mortgage and Assignment of Leases and Rents given by Subsidiary Guarantor to Second Mortgagee, dated as of October 16, 1989, filed October 26, 1989 in Lafayette Parish, under entry number 89-031329.

Store #417 - Shreveport, Louisiana

Collateral Mortgage and Assignment of Leases and Rents given by Subsidiary Guarantor to Second Mortgagee, in the amount of \$15,000,000.00, dated as of July 24, 1989 and filed for record on

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August 8, 1989 as Instrument Number 01239378 of the Mortgage Records of Caddo Parish, Louisiana.

Store #171 - Louisville, Kentucky

Mortgage, Assignment of Leases and Rents and Security Agreement given by Company to Second Mortgagee, dated as of July 24, 1989, and recorded on July 25, 1989, in Mortgage Book 2792, page 733 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Store #451 - Baytown, Texas

Deed of Trust, Mortgage, Assignment of Leases and Rents and Security Agreement and Financing Statement given by H.J. Wilson Realty Co., Inc. to Second Mortgagee, dated as of July 24, 1989 and recorded on July 26, 1989 in the Office of the County Clerk of Harris County, Texas as file number M250880.

Store #459 - Arlington, Texas

Deed of Trust given by Subsidiary Guarantor to Second Mortgagee dated as of July 24, 1989, and recorded July 26, 1989 in Volume 9655, page 2175, Deed Records, Tarrant County, Texas.

Store #411 - Houston, Texas

Deed of Trust, Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement given by Subsidiary Guarantor to Second Mortgagee dated as of October 16, 1989, and recorded on October 24, 1989 in the Office of the County Clerk of Harris County, Texas as file number M374504.

Store #448 - Denton, Texas

Deed of Trust given by Subsidiary Guarantor to Second Mortgagee dated as of July 24, 1989, and recorded July 26, 1989, in Volume 2619, pages 415-76 in Real Property Records, Denton County, Texas.

Store #257 - Midland, Texas

Deed of Trust given by Company to Second Mortgagee dated as of July 24, 1989 and recorded July 26, 1989, in Volume 680, page 657 of the Deed of Trust Records of Midland County, Texas.

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EXHIBIT E

LICENSE AGREEMENT

AGREEMENT dated the _____ day of _____, 19____, by and among CHEMICAL BANK, a New York banking corporation having an office at 277 Park Avenue, New York, New York 10172, acting as agent for the Banks, as defined in that certain Credit Agreement dated as of July 24, 1989 among Service Merchandise Company, Inc. (the "Company"), certain subsidiaries of the Company and Chemical Bank, as agent, and the financial institutions party thereto, in the original principal amount of \$975,000,000.00, as the same may be amended, restated, modified, renewed or refinanced from time to time (collectively "Licensor") and SOVRAN BANK/CENTRAL SOUTH, a Tennessee Corporation having an office at One Commerce Plaza, Nashville, Tennessee 37219, as trustee for the noteholders under a certain Trust Indenture dated _____, 1990 ("Licensee").

WHEREAS, Licensor and Licensee have entered into that certain Intercreditor Agreement dated as of _____, 1990 (the "Intercreditor Agreement");

WHEREAS, pursuant to section 2.7 of the Intercreditor Agreement, Licensor has agreed to enter into a license agreement with Licensee, in form and in substance substantially similar to the form of license agreement set forth in Exhibit E to the Intercreditor Agreement, if Licensor shall obtain the right to use the Trademarks, as hereinafter defined. The term Trademarks, as used herein and in the Intercreditor Agreement, shall mean any trademarks, tradenames, patents, copyrights and licenses for the use of "Service Merchandise", "Wilson's", or any other name used in connection with the businesses operating on all or any portion of the Parcels, as that term is defined in the Intercreditor Agreement, which have been granted to the Licensor under the Second Mortgage Security Documents, as that term is defined in the Intercreditor Agreement;

WHEREAS, Licensor has now obtained the right to use the Trademarks;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Grant. Licensor hereby grants to Licensee a non-exclusive, irrevocable license to use the Trademarks for the limited purpose of Licensee's compliance with certain agreements affecting the use and operation of the Parcels to the extent necessary for such compliance.

2. Sublicenses and Assignment. Licensee shall have the right to grant sublicenses or to assign its rights under this Agreement to any person or entity hereafter acquiring all or part of Licensee's interest in the Parcels.

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3. Ownership. Licensee confirms Licensor's ownership of the Trademarks and agrees not to take or cause any actions which would interfere with Licensor's ownership, use, or registration thereof. Notwithstanding the foregoing, all use by Licensee of the Trademarks will inure to Licensee's benefit and no charge shall be made therefor.

4. General. This Agreement may not be changed or terminated orally, and any attempt to do so shall be void. Neither party will be considered as, or hold itself out to be, an agent of the other party. The headings in this Agreement are solely for convenience and will not affect its interpretation. This Agreement shall bind and inure to the benefit of the Licensor and the Licensee and their respective successors, transferees and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement as of the day and year first above written.

SOVRAN BANK/CENTRAL SOUTH

By: _____
its Authorized Agent

By: _____
its Authorized Agent

CHEMICAL BANK, acting individually
and as agent for the Banks

By: _____
Name:
Title:

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EXHIBIT F

Store #247 - Atlanta, Georgia

UCC Financing Statement No. 724656 given by Ellman's, Inc. to Second Mortgagee, filed October 10, 1989.

UCC Financing Statement No. 724657 given by Ellman's, Inc. to Second Mortgagee, filed October 10, 1989.

Store #250 - Morrow, Georgia

UCC Financing Statement #89-2644 given by Company to Second Mortgagee, filed July 25, 1989.

Store #677 - Virginia Beach, Virginia

UCC Financing Statement #89-4454 given by Company to Second Mortgagee, filed November 15, 1989.

UCC Financing Statement #89-2949 given by Company to Second Mortgagee, filed July 26, 1989.

Store #280 - Leesburg, Florida

UCC Financing Statement #8935650 given by Company to Second Mortgagee, recorded on July 26, 1989 in Official Record Book 1020, page 558, Public Records of Lake County, Florida.

Store #409 - St. Petersburg, Florida

UCC Financing Statement #89184325 given by Subsidiary Guarantor to Second Mortgagee, recorded on July 27, 1989 in Official Records Book 7052, page 253, Public Records of Pinellas County, Florida.

Store #019 - Jensen Beach (Stuart), Florida

UCC Financing Statement given by Company to Second Mortgagee, recorded in Official Records Book 822, page 1903, Public Records of Martin County, Florida.

UCC Financing Statement recorded in Official Records Book No. 821, Page 2265.

Store #281 - Gainesville, Florida

UCC Financing Statement given by Company to Second Mortgagee, recorded on July 25, 1989 in Official Records Book 1742, page 1963, of the Public Records of Alachua County, Florida.

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Store #283 - Toledo, Ohio

UCC Financing Statement #410604 given by Company to Second Mortgagee, recorded on July 25, 1989 in the Recorder's Office, Lucas County, Ohio.

Store #024 - Huntsville, Alabama

UCC-1 Financing Statement #89-40854, given by Company to Second Mortgagee recorded on July 31, 1989 in the Office of the Judge of Probate of Madison County, Alabama.

Store #404 - Colorado Springs, Colorado

UCC Financing Statement given by Subsidiary Guarantor to Second Mortgagee recorded on July 25, 1989 in Book 5652 at page 427.

Store #450 - Wichita, Kansas

UCC Financing Statement given by Subsidiary Guarantor to Second Mortgagee recorded on July 26, 1989 in Film 105, page 1382.

Store #265 - Lansing, Illinois

UCC Financing Statement given by Company to Second Mortgagee, recorded on July 25, 1989 as Document Number 89U-18106.

Store #549 - Mundelein, Illinois

UCC Financing Statement given by Company to Second Mortgagee, recorded on August 9, 1989 as Document Number 89U03351.

Store #094 - Madison, Tennessee

UCC Financing Statement given by Company to Second Mortgagee, recorded in UCC Fixture Filing Book 7897, page 76 in the Register's Office for Davidson County, Tennessee and also filed in the UCC records under No. D-61496.

Store #466 - Memphis, Tennessee

UCC Financing Statement given by Subsidiary Guarantor to Second Mortgagee, recorded in Book BD, Page 6146 in the Register's Office for Shelby County, Tennessee and also filed in the UCC records under No. G5-9687.

Store #258 - Memphis, Tennessee

UCC Financing Statement given by Company to Second Mortgagee, recorded in Book BD, page 6147 in the Register's Office for Shelby County, Tennessee and also filed in the UCC records under No. G5-9686.

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Store #171 - Louisville, Kentucky

UCC Financing Statement given by Company to Second Mortgagee, filed in Fixture Filing Book 3, page 588, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and filed as County Clerk's File No. 9805, on July 25, 1989.

Store #461 - Baytown, Texas

UCC Financing Statement #M-250880 given by Subsidiary Guarantor to Second Mortgagee, filed July 26, 1989, in Harris County, Texas.

UCC-1 Financing Statement #M-250881 given by Subsidiary Guarantor to Second Mortgagee, filed July 26, 1989, in Harris County, Texas.

Store #459 - Arlington, Texas

UCC Financing Statement given by Subsidiary Guarantor to Second Mortgagee, filed July 26, 1989, recorded in Volume 9655, page 2020, Deed Records, Tarrant County, Texas.

Store #411 - Houston, Texas

UCC Financing Statement #M-374504 given by Subsidiary Guarantor to Second Mortgagee, filed on October 24, 1989, in Harris County, Texas.

Store #448 - Denton, Texas

UCC Financing Statement given by Subsidiary Guarantor to Second Mortgagee, filed July 26, 1989, in Volume 2619, page 482, Real Property Records, Denton County, Texas.

Store #257 - Midland, Texas

UCC Financing Statement #12901 filed July 26, 1989, in the Office of the County Clerk of Midland County, Texas, and now recorded in Volume 680, page 657 of the Deed of Trust Records of Midland County, Texas.

UCC Financing Statement #172067 given by Company to Second Mortgagee, filed July 28, 1989, in the Office of the Secretary of State.

UCC Financing Statement by Company to Second Mortgagee, filed July 26, 1989 and recorded in Volume 607, page 713 of the Deed of Trust Fixture Filing Records of Midland County, Texas.

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Store #291 - Joliet, Illinois

UCC Financing Statement given by Company to Second Mortgagee recorded on July 27, 1989 as Document Number U89-1983.

UCC Financing Statement given by Company to Second Mortgagee recorded on July 27, 1989 as Document Number U89-1984.

Store #785 - Allentown, Pennsylvania

UCC Financing Statement Number 89UC1730 given by Company to Second Mortgagee recorded on August 1, 1989 in Lehigh County Clerk of Courts - Civil.

Store #985 - Nashville/McNally, Tennessee

UCC-1 Financing Statement given by Company to Second Mortgagee recorded in Book 7967, page 130 also recorded at Secretary of State under No. 707011.

Property of Cook County Clerk's Office