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Exhibit R-1

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MORTGAGE AND SECURITY AGREEMENT

DEPT-91 RECORDING

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CHICAGO RAIL LINK, an Illinois corporation ("Mortgagor"), in consideration of One Dollar and other good and valuable considerations paid by THE CENTRAL TRUST COMPANY, N.A., ("Mortgagee"), a national banking association, with its principal place of business at 201 East Fifth Street, Cincinnati, Ohio 45202 the receipt and sufficiency of which is hereby acknowledged, does enter into this Mortgage and Security Agreement as follows:

A. Property. The Mortgagor hereby grants, releases, bargains, warrants, sells, mortgages, encumbers, conveys, assigns and transfers to the Mortgagee, its successors and assigns forever, all estate, title and interest in and to the following, now existing or hereafter arising (collectively, the "Property"):

(i) the real estate described in Exhibit A attached hereto, all of the estate, title and interest of the Mortgagor in law or equity, of, in and to such real estate and all of the privileges, easements and appurtenances belonging to such real estate, including all heretofore or hereafter vacated streets or alleys which abut such real estate;

(ii) all buildings and improvements of every kind and description now existing or hereafter placed on such real estate and all fixtures, machinery, appliances, equipment, furniture and personal property of every kind whatsoever owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with the operation of such real estate, buildings, structures or other improvements thereon or in connection with any construction being conducted or which may be conducted thereon, including but not limited to the electric, water, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof; radiators, heaters; appliances; air-cooling and air conditioning apparatus, vacuum cleaning systems; elevators; escalators; shades; awnings, screens, doors, storm doors and windows; stoves; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; beds, tables, lamps and all other furniture and furnishings;

(iii) all rents, leases, issues and profits arising out of any of the foregoing, including all insurance policies and payments made under insurance policies relating to any of the foregoing and judgments, awards and settlements resulting from any condemnation proceeding or similar taking against the foregoing property under the power of eminent domain;

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MORTGAGE AND SECURITY AGREEMENT

CHICAGO RAIL LINK, an Illinois corporation, in consideration of One Dollar and other good and valuable considerations paid by THE CENTRAL TRUST COMPANY, a national banking association, principal place of business at 201 East Erie Street, Cincinnati, Ohio 45202, the receipt and sufficiency of which is hereby acknowledged, does enter into this Mortgage and Security Agreement as follows:

A. Property. The Mortgagor hereby assigns, warrants, warrants, assigns and transfers to the Mortgagee, its successors and assigns forever, all estate, title and interest in and to the following, now existing or hereafter existing, real estate, fixtures, and other things, together with all rights and appurtenances thereto, including all rights and appurtenances thereto, in and to the following:

(i) The real estate described in Exhibit A attached hereto, all of the estate, title and interest of the Mortgagor in and to such real estate and all rights, privileges, easements and appurtenances thereto, including all fixtures and other things attached to such real estate;

(ii) All buildings and improvements of every kind now existing or hereafter placed on any real estate and all fixtures, machinery, equipment, furniture and personal property of every kind attached to, on or in connection with the real estate, including but not limited to, all rights, privileges, easements and appurtenances thereto, including but not limited to, the electric, water, laundry, incineration and other utility systems; pumps; tanks; motors; engines; elevators; lifts; escalators; air conditioning and heating systems; radiators; boilers; fans; compressors; and all other fixtures and furnishings;

(iii) All real, leasehold, fixtures, fixtures and other things of any of the foregoing, including all rights, privileges, easements and appurtenances thereto, including but not limited to, the electric, water, laundry, incineration and other utility systems; pumps; tanks; motors; engines; elevators; lifts; escalators; air conditioning and heating systems; radiators; boilers; fans; compressors; and all other fixtures and furnishings;

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(iv) The Mortgagor's interest in all contracts for the design, development, construction, management, maintenance or/operation of such real estate, all licenses and permits therefor, all bonds assuring payments thereunder and all books and records related thereto; and

(v) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing.

**B. Security.** The grant described in Section 1, above, to have and to hold the Property is given to the Mortgagee and its successors and assigns forever, for the uses and purposes herein set forth to secure the payment of the Indebtedness as defined in Section 2.1 below, and the performance of all of obligations of the Mortgagor hereunder.

## ARTICLE I.

### REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants that it is the lawful owner of the Property; that it has full power to execute this Mortgage; that Mortgagor will make any further assurances of title that Mortgagee may require; and that Mortgagor will warrant and defend the Property against all claims and demands whatsoever other than claims or demands of existing mortgage or lien holders.

## ARTICLE II.

### COVENANTS

Mortgagor covenants and agrees with Mortgagee:

**2.1 Indebtedness.** That the Mortgagor will promptly pay, or cause to be paid, when due, the following indebtedness (hereinafter collectively called the "Indebtedness") all of which is secured by the Property conveyed by this Mortgage:

(a) the Guarantee of even date herewith by Mortgagor to Mortgagee of all indebtedness of Chicago West Pullman Transportation Corporation to Mortgagee ("Guarantee");

(b) all advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Guarantee or this Mortgage; and

**2.2 Impositions.** That Mortgagor will pay, or cause to be paid, when due:

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(iv) The Mortgagor's interest in all contracts for the design, development, construction, management, maintenance, operation of such real estate, all licenses and permits therefor, all bonds insuring payments thereunder and all books and records related thereto; and

(v) all extensions, modifications, renewals, substitutions and replacements in any of the foregoing.

B. Security. The grant described in Section 2.1 hereof is given to hold the property in fee simple to the Mortgagor and his successors and assigns forever, for the term and term of years herein set forth to secure the payment of the indebtedness defined in Section 2.1 below, and the performance of all obligations of the Mortgagor hereunder.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants that it is the legal owner of the property, that it has full power to execute this Mortgage; that Mortgagor will pay any taxes levied on the property and defend the property against all claims and demands whatsoever other than claims of existing mortgage lien holders.

## ARTICLE V

### COVENANTS

Mortgagor covenants and agrees with Mortgagee:  
2.1. Indemnification. That the Mortgagor will indemnify, defend or cause to be paid, when due, the following (hereinafter collectively called the "Indemnified Parties") which are secured by the property conveyed in this Mortgage:  
(a) the Guarantor of even date herewith by Mortgagee of all indebtedness of Chicago Title Insurance Corporation (Guarantor);  
(b) all advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of an agreement of the Guarantor of this Mortgage; and  
2.2. Impairment. That Mortgagor will pay, or cause to be paid, when due:

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(a) All of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly except, in each case, those which currently are being contested in good faith by appropriate proceedings and for which the Borrower or the Subsidiary has set aside adequate reserves or made other adequate provision with respect thereto, but any such disputed item will be paid forthwith upon the commencement of any proceeding for the foreclosure of any lien which may have attached with respect thereto.

(b) All other payments or charges required to be paid to comply with the terms and provisions of this Mortgage and the Guarantee which is incorporated herein by this reference;

(c) At any time after a default hereunder at the election of Mortgagee, monthly payments to Mortgagee to be held on account of real estate taxes and assessments levied against the Property and insurance premiums for policies required under Section 2.6, below, equal to one-twelfth of the annual amount of such charges as estimated by Mortgagee, in order to accumulate sufficient funds to pay such taxes, assessments and insurance premiums 30 days prior to their due date; and

(d) All other fees, charges and assessments, general or special, in connection with the Property.

Within 20 days after demand therefor, Mortgagor shall deliver to Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Mortgagee. Notwithstanding the provisions of Section 2.2(a), above, any tax or special assessment which is a lien on the Property may be paid in installments provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.

**2.3 Compliance with Laws.** That Mortgagor will promptly comply or cause compliance in all material respects with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupancy thereof.

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(a) All of the following (hereinafter referred to as the "impositions"): all real estate taxes, including property taxes, assessments, water and sewer charges and other charges, and all other governmental levies and charges of any nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, imposed or become a lien upon or against the property or any part thereof, and all taxes, assessments and charges of any nature whatsoever, income or profits of the property, or any part thereof, payable with respect thereto or with respect to any part thereof, use or possession of the property, whether or not such assessments or charges are levied during the term of the mortgage, in each case, those which currently are being levied or assessed in good faith by appropriate proceedings and for which the borrower or the subsidiary has not made adequate provision, and any other charges provision with respect thereto, shall be deemed to be such disputed items will be paid forthwith upon the demand of the lender or any proceeding for the foreclosure of any lien which may have attached with respect thereto.

(b) All other payments or charges of any nature whatsoever to comply with the terms and provisions of this mortgage and the guarantee which is incorporated herein by this reference.

(c) At any time after a default in payment of any installment of mortgage, monthly payments or assessments, or on account of real estate taxes and assessments, including the property and insurance charges for policies covering the property, Section 2.6, below, equal to the amount of the unpaid balance of such charges as estimated by the lender, in order to accumulate sufficient funds to pay such taxes, assessments and insurance premiums 30 days prior to their due date.

(d) All other fees, charges and assessments, including or special, in connection with the property.

Within 30 days after demand therefor, the borrower shall deliver to the lender the original, or a photostatic copy, of the official receipt evidencing payment of the mortgage, and a copy of the provisions of Section 2.6(a), above, together with a copy of the assessment which is a lien on the property, and the borrower shall installments provided that such installments be paid on or before to the date when the same is due without the imposition of any penalty.

2.3 Compliance with laws. The borrower will comply or cause compliance in all essential respects with all present and future laws, ordinances, rules, regulations and other requirements of all governmental agencies having jurisdiction of or with respect to the property or any portion thereof or the use or occupancy thereof.

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2.4 Condition of Property. That Mortgagor will keep and maintain, or cause to be kept and maintained, the Property (including all improvements and the roads, drives, sidewalks, sewers, and curbs thereon) in good order and condition, ordinary wear and tear excepted, will make or cause to be made, as and when the same become necessary, all structural and nonstructural and all ordinary and extraordinary repairs and all maintenance necessary to that end, will suffer no waste to the Property, and will cause all repairs and maintenance to the Property to be done in a good and workmanlike manner. Mortgagee shall have the right at reasonable times to enter into and inspect the Property.

2.5 Improvements. That Mortgagor will not remove or demolish, or suffer or permit others to remove or demolish, any improvements installed or placed on the Property or, subject to the provisions of Section 2.4, cause or permit such improvements to be materially changed or altered without the prior written consent of Mortgagee, such consent not to be unreasonably withheld, as well as Mortgagee's prior written consent to the plans and specifications relating thereto, and that Mortgagor will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently zoned.

2.6 Insurance. That Mortgagor will keep all improvements, if any, now on, or that hereafter may be put upon, the Property, including fixtures and all personal property in the operation of the Property, insured at all times for the mutual benefit of Mortgagee and Mortgagor, as their respective interests may appear, against loss or damage by fire, and such other risks of damage, hazards, casualties and contingencies, and in the manner and form and in the amounts as specified in writing by Mortgagee from time to time, subject to the following terms and conditions:

(a) Such insurance shall be issued by a company or companies and in amounts acceptable to, and in every respect satisfactory to, Mortgagee and shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without 10 days' prior written notice to Mortgagee. If Mortgagor fails to carry any insurance required to be carried by Mortgagor under the terms of this Mortgage, Mortgagee at its option, may procure and maintain such insurance and Mortgagor will promptly reimburse Mortgagee for any premiums paid by Mortgagee for such insurance. The original or appropriate certificates of all policies of insurance required to be carried under this Mortgage, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Mortgagee of such payment, shall be delivered to Mortgagee concurrently with the execution and delivery of this Mortgage. Mortgagor shall

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2.4. Condition of Property. The Mortgagee will maintain or cause to be kept and maintained, the Property (including all improvements and the roads, drains, sewers, and curbs thereon) in good order and repair, and ordinary wear and tear excepted, with the same care as when the same become necessary, all structural and non-structural and all ordinary and extraordinary repairs and all maintenance necessary to that end will be carried out by the Mortgagee, and will cause all repairs and maintenance to be done in a good and workmanlike manner. Mortgagee shall have the right at reasonable times to enter into and inspect the Property.

2.5. Improvements. The Mortgagee will not be bound to demolish, or alter or permit others to demolish or alter, improvements installed or placed on the Property, or the provisions of Section 2.4, unless the Mortgagee has given prior written consent of Mortgagee, such consent not to be unreasonably withheld, as well as Mortgagee's prior written consent to the plans and specifications. Mortgagee will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently zoned.

2.6. Insurance. The Mortgagee will cause to be insured, if any, now or in the future, the Property, including fixtures and all improvements in the operation of the Property, insured against fire, for the mutual benefit of Mortgagee and Mortgagor, against fire, and such other risks of damage, hazard, or contingencies, and in the manner and form and on the terms specified in writing by Mortgagee from time to time, subject to the following terms and conditions:

(a) Such insurance shall be issued by a company and in amounts acceptable to and in every respect satisfactory to Mortgagee and shall contain a provision requiring that the coverage evidenced thereby shall be terminated or materially modified without the consent of Mortgagee. If Mortgagee is notified in writing of any such insurance required to be carried by Mortgagee, Mortgagee shall, within 30 days of this Mortgage, Mortgagee as its agent, and Mortgagee shall maintain such insurance and Mortgagee will promptly reimburse Mortgagee for any premium paid by Mortgagee. The original or duplicate copy of all policies of insurance required to be carried by Mortgagee, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Mortgagee, shall be delivered to Mortgagee concurrently with the execution and delivery of this Mortgage. Mortgagee shall

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deliver to Mortgagee a new policy (or certificate, in the case of insurance for which only certificates have been previously furnished) bearing such notation or accompanied by such other evidence as replacement for any expiring policy at least 30 days before the date of such expiration. Mortgagor also shall carry such other insurance as Mortgagee may reasonably require.

(b) All policies of insurance required by this Section 2.6 shall contain a noncontributory standard mortgagee clause in favor of Mortgagee and a waiver of insurer's right of subrogation against funds paid under the standard mortgagee endorsement. In case of a loss payable under such insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies, and the application of the proceeds of any such claim, are assigned to Mortgagee. Mortgagor hereby assigns to Mortgagee all amounts recoverable under any such policy. The amount collected by Mortgagee, at the option of Mortgagee, may be used in any one or more of the following ways: (i) applied to the payment of any sums then in default to Mortgagee hereunder; (ii) used to fulfill any of the covenants contained herein which Mortgagor has failed to fulfill, as Mortgagee may determine; (iii) unless the insurer denies liability to any insured, used to restore the Property to a condition satisfactory to Mortgagee on such terms and conditions as Mortgagee may determine; (iv) released to Mortgagor; provided that if any sums remain after satisfaction of items (i) or (ii), above, Mortgagee at its election, may apply the same upon the Indebtedness, whether the Indebtedness is matured or unmatured. Mortgagee is hereby irrevocably appointed by Mortgagor as attorney-in-fact of Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the Indebtedness, and Mortgagor shall have no right to reimbursement for premiums unearned at the time of any such assignment.

2.7 Sale, Transfer or Encumbrance. Except as permitted by the Loan Agreement, that Mortgagor will not further mortgage, sell or convey, grant a deed of trust, pledge, grant a security interest in, contract to do any of the foregoing, execute a land contract or installment sales contract, enter into a lease with option to purchase or otherwise dispose of, further encumber or suffer the encumbrance of, whether by operation of law or otherwise, any or all of its interest in the Property. Mortgagor will keep and maintain the Property free from all liens of person supplying labor and materials for the construction, modification, repair or maintenance of any building or improvements on or relating to the Property. If any such lien is filed against the Property, Mortgagor will discharge the same of record within 30 days after Mortgagor has notice thereof, provided that, in connection with any such lien or claim that Mortgagor may in good faith desire to contest, Mortgagor may contest the same by appropriate legal

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proceedings, diligently prosecuted if, upon request of Mortgagee, Mortgagor has posted a bond or other security sufficient to pay such lien or claim.

2.8 Eminent Domain. That all awards heretofore or hereafter made by any public or quasi-public authority to the present made by any public or quasi-public authority to the present and any subsequent owner of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned to Mortgagee and that Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award from the authorities making the same and to give proper receipts and acquittances therefore, and, at Mortgagee's election, may use such proceeds in any one or more of the following ways: (a) use the same or any part thereof to fulfill any of the covenants contained herein as Mortgagee may determine, (b) use the same or any part hereof to replace or restore the Property to a condition satisfactory to Mortgagee, (c) apply the same against the Indebtedness, or (d) release the same to Mortgagor. Upon request of Mortgagee, Mortgagor will make, execute and deliver all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharge of all encumbrances. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any such taking.

2.9 Rights of Mortgagee. That if Mortgagor fails to pay any Impositions or to make any other payment required to be made by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if an Event of Default occurs under this Mortgage, the Guarantee, or any other document evidencing or securing the Note, then without limiting the generality of any other provision of this Mortgage and without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment, or any sums due under this Mortgage, or the Guarantee, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor, provided that, unless in Mortgagee's judgment the sending of a 10-day notice shall impair the security of the lien of this Mortgage, Mortgagee shall give Mortgagor 10 days' prior written notice before making any such payment. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of performing any such act or taking such action, and all monies expended by Mortgagee in connection with making such payment or

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performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon from the date of each such expenditure at the annual rate equal to the sum of 4% plus the rate of interest established from time to time as the Prime Commercial Rate of Mortgagee, but in no event less than 18% per annum or greater than the maximum rate allowed by law (the "Default Rate"), shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee and shall be secured by this Mortgage. As used herein "Prime Commercial Rate" shall mean the rate established by Mortgagee from time to time based on its consideration of various factors including money-market, business and competitive factors, and it is not necessarily Mortgagee's most favored rate. Subject to any maximum or minimum interest rate limitations specified herein or by applicable law, if and when such Prime Commercial Rate changes then in each such event, the rate of interest payable under this provision will change automatically effective the date of each such change.

2.10 Unpaid Impositions. That in the event that any governmental agency claims that any tax or other governmental charge or Imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by Mortgagee thereunder) and including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, Mortgagor forthwith will either (a) pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and thereafter furnish either evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated (in which event any such deposit shall be returned to Mortgagor) or a direction from Mortgagor to Mortgagee to pay the same out of the deposit above mentioned, with any excess due over the amount of such deposit to be paid by Mortgagor directly to the taxing authority and any excess of such deposit over such payment by Mortgagee to be returned to Mortgagor provided Mortgagor is not in default under the provisions of this Mortgage.

2.11 Financial Statements. That Mortgagor, from time to time upon request of Mortgagee, will furnish or cause to be furnished to Mortgagee current financial statements for Mortgagor and operating expenses for the Property, certified to be true, correct and complete.

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## ARTICLE III.

### EVENTS OF DEFAULT

The entire Indebtedness shall become due and payable, at the option of Mortgagee, if any one or more of the following events ("Events of Default") shall occur and be continuing beyond any applicable grace period as hereinafter provided:

3.1 The Mortgagor defaults in the payment, when due, of any of the principal or interest on the Note or on any of the other Indebtedness, and the continuation of such default for five days after written notice from the Mortgagee to the Mortgagor; or

3.2 An Event of Default (as defined therein) occurs under the Loan Agreement or a default or Event of Default (as defined therein) occurs under any other instrument now or hereafter securing the Indebtedness.

## ARTICLE IV.

### FORECLOSURE

4.1 Costs and Expenses. At any time after the Indebtedness becomes due, whether by acceleration or otherwise, Mortgagee or the holder of the Note shall have the right to foreclose the lien hereof. The indebtedness shall include expenditures and expenses incurred by Mortgagee in connection with (a) a foreclosure proceeding; (b) any proceeding to which Mortgagee shall be a party, either as a plaintiff, claimant or defendant, by reason of this Mortgage or any of the Indebtedness; (c) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure, whether or not actually commenced; or (d) preparation for the defense of or investigation of any threatened suit, claim or proceeding that might affect the Property, whether or not actually commenced. In any suit to foreclose such lien, there shall be allowed and included as additional Indebtedness in the decree of sale all expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee, or the holder of the Note, for attorneys' fees, court costs, appraisers' fees, sheriff's fees, documentary and expert evidence, stenographers charges, publication costs, poundage and such other costs and expenses as Mortgagee or the holder of the Note may deem reasonably necessary to prosecute such suit or to evidence to bidders at any sale that may be had pursuant to such decree the true condition of the title to or the value of the Property. All such expenditures and expenses shall become additional Indebtedness secured hereby and shall be due and payable on demand with interest thereon from the

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## ARTICLE III

### EVENTS OF DEFAULT

The entire indebtedness shall become due and payable at the option of Mortgagee, if any one of the following events ("Events of Default") shall occur and be continuing beyond any applicable grace period as hereinafter provided:

3.1 The Mortgagee defaults in the payment, when due, of any of the principal or interest on the Note or on any of the other Indebtedness, and the continuation of such default for five days after written notice from the Mortgagee to the Mortgagee; or

3.2 An Event of Default (as defined above) occurs under the loan agreement or a default or event of default (as defined therein) occurs under any other agreement now or hereafter securing the Indebtedness.

## ARTICLE IV

### FORECLOSURE

4.1 Costs and Expenses. If any Indebtedness becomes due, whether by acceleration or otherwise, Mortgagee or the holder of the Note shall have the right to foreclose the lien hereon. The Indebtedness shall include expenditures and expenses incurred by Mortgagee in connection with (a) a foreclosure proceeding; (b) any proceeding to enforce the Note, whether as a plaintiff or defendant, by reason of this Mortgage or any other Indebtedness; (c) preparation for the commencement of any action for foreclosure, either actual or threatened; (d) preparation for the defense of or investigation of any threatened suit, claim or proceeding that might affect the property, whether or not actually commenced, in any way. Foreclosure such lien, there shall be allowed and included as additional indebtedness in the decree of sale and expenses and expenses that may be paid or incurred as a result of the foreclosure, or the holder of the Note, shall have the right to court costs, appraisers' fees, attorneys' fees, and other expert evidence, stenographers' charges, and other costs and such other costs and expenses as may be incurred by the holder of the Note may be reasonably necessary to protect such suit or to evidence to others as may be required to present to such decree the true condition of the property. The value of the Property. All such expenditures and expenses shall become additional indebtedness secured hereby and shall be due and payable on demand with interest thereon from the

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date of expenditure at the Default Rate, as defined in Section 2.9, above, as the same may be adjusted from time to time and subject to the limitations stated in Section 2.9.

4.2 Proceeds. The proceeds received by Mortgagee in any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in Section 4.1; second, to all other items which under the terms hereof constitute Indebtedness; and, third, any surplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

4.3 Receiver. Upon, or at any time after, the occurrence of an Event of Default hereunder, Mortgagee shall be entitled to have a court appoint a receiver of the Property. Such appointment may be made either before or after the filing of a foreclosure action, without notice to Mortgagor or any other person, without regard to the solvency of the person or persons, if any, liable for the payment of the Indebtedness and without regard to the then value of the Property, whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. The receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suite, as well as during any further times when Mortgagee, absent the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of such period. The court from time to time may authorize the receiver to apply net income in his hands in payment in whole or in part of the Indebtedness, or in payment of any tax, assessment or other lien that may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

## ARTICLE V.

### MISCELLANEOUS

5.1 Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial code, and Mortgagor hereby grants Mortgagee a security interest in such items. Mortgagor agrees that Mortgagee may file this mortgage instrument, or a reproduction

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thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee upon Mortgagee's request any financing statements, as well as extensions, renewals and amendments thereof, and reproduction of this Mortgage in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Mortgage, Mortgagor shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage and under applicable law. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies in this Mortgage.

**5.2 Rights Cumulative.** The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, and the Guarantee, and any other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be exclusive of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

**5.3 Waiver.** A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Guarantee or any documents securing the Indebtedness or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and not such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.



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5.4 Section Headings. The titles to the Articles and paragraphs hereof are for reference only and do not limit in any way the content thereof.

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

5.6 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the mortgagor: Chicago Rail Link  
2728 East 104th Street  
Chicago, Illinois 60617  
Attention: Robert E. Smith

With a copy to: Chicago West Pullman Corporation  
425 Walnut Street  
2300 Star Bank Center  
Cincinnati, Ohio 45202  
Attention: Jeffrey P. Noyce

To the Mortgagee: The Central Trust Company, N.A.  
201 East Fifth Street  
Cincinnati, Ohio 45202  
Attention: Special Assets  
Division

or to such other address as Mortgagor or Mortgagee may from time to time designate by written notice.

5.7 Gender. Any words herein which are used in one gender shall be read and construed to mean or include the other genders wherever they would so apply. Any words herein which are used in the singular shall be read and construed to mean and to include the plural wherever they would so apply, and vice versa.

5.8 Interest. If from any circumstances whatsoever the fulfillment of any provision of this Mortgage involves transcending the limit of validity prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then the obligation to be fulfilled will be reduced to the limit of such validity as provided in such statute or law, so that in no event shall any exaction of interest be possible under this Mortgage in excess of the limit of such validity. In no event shall the Mortgagor be bound to pay interest of more than the legal limit

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5.4 Section Headings. The titles to the various paragraphs hereof are for reference only and do not limit in any way the content thereof.

5.5 Amendments in Writing. No amendments, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

5.6 Notices. All notices, demands and requests shall be given by either party hereto to the other party in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the Mortgagee:  
Chicago Rail Line  
2728 East 104th Street  
Chicago, Illinois 60642  
Attention: Robert J. Smith

With a copy to:  
Chicago West Bank Corporation  
152 Walnut Street  
2300 West Bank Center  
Cincinnati, Ohio 45202  
Attention: Delivery Manager

To the Mortgagee:  
The Central Trust Company, S.A.  
101 East Fifth Street  
Cincinnati, Ohio 45202  
Attention: Special Assets  
Division

or to such other address as Mortgagee or Mortgagee may from time to time designate by written notice.

5.7 Gender. Any words herein which are used in the gender shall be read and construed to mean or include the other genders whenever they would so apply. Any words herein which are used in the singular shall be read and construed to mean and include the plural whenever they would so apply, and vice versa.

5.8 Interest. If from any circumstances or provisions of any provision of this instrument it should appear that the limit of validity or enforceability of any statute or any other applicable law which would be applicable to the fulfillment of the obligations of like character and amount, that the limit of such validity or enforceability will be reduced to the limit of such statute or law, as that no such statute or law is provided in such statute or law, so that no such statute or law shall be applicable under this instrument in any execution of interest under this instrument in excess of the limit of such validity. In no event shall the Mortgagee be bound to pay interest of more than the legal rate.

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for the use, forbearance or detention of money and the right to demand any such excess is hereby expressly waived by the Mortgagee.

## ARTICLE VI.

### DEFEASANCE

6.1 Defeasance. Provided, nevertheless, that if Mortgagor shall keep, observe and perform all of the covenants and conditions of this Mortgage on its part to be kept and performed and shall pay, or cause to be paid, to Mortgagee the Note as to both principal and interest, the last payment of which is due, and all extensions and renewals thereof, and all of the other Indebtedness, and shall repay any loans and advances hereafter made by Mortgagee under the terms hereof, then this Mortgage shall be void.

IN WITNESS WHEREOF, Chicago Rail Link, by its duly authorized Treasurer has executed this Mortgage on July 19, 1990.

WITNESS:

CHICAGO RAIL LINK

[Signature]  
[Signature]  
STATE OF OHIO )  
COUNTY OF HAMILTON )

By: [Signature]  
Dennis N. Lindberg  
Treasurer

SS:

BE IT REMEMBERED, that on this 19th day of July 1990, before me, the subscriber, a notary public in and for said State, personally appeared Dennis N. Lindberg, the Treasurer of Chicago Rail Link, the Mortgagor in the foregoing instrument, who executed the foregoing Mortgage and Security Agreement on behalf of such corporation and acknowledged the signing thereof to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

[Signature]  
Notary Public

BRUFERY R. BUCH, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.

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for the use, forbearance or detention of money and the right to demand any such excess is hereby expressly waived by the Mortgagee.

## ARTICLE VI

### DEBARANCE

6.1 Debarance. Provided, however, that the Mortgagee shall keep, observe and perform all of the covenants and conditions of this Mortgage on the part of the Mortgagee and shall pay, or cause to be paid, to the Mortgagor as to both principal and interest, the last payment which is due, and all extensions and renewals thereof, and of the other indebtedness, and shall report and account to the Mortgagor hereafter made by the Mortgagee under the terms of this Mortgage shall be valid.

IN WITNESS WHEREOF, Chicago Ball Link, Inc. has authorized \_\_\_\_\_ as its duly authorized representative, to execute this Mortgage on July 14, 1950.

CHICAGO BALL LINK

WITNESS:

*[Signature]*  
Dennis M. [Name]  
Treasurer

*[Signature]*

COUNTY OF HAMILTON  
STATE OF OHIO

BE IT REMEMBERED, that on this 14th day of July 1950, at \_\_\_\_\_, Ohio, the undersigned, a Notary Public in and for the State of Ohio, personally appeared Dennis M. [Name], the Mortgagor in the foregoing Mortgage, who executed the foregoing Mortgage and acknowledged the same in full and to be his and his voluntary act and deed and that he is the owner of the premises therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on this day and year last aforesaid.

*[Signature]*  
Notary Public

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This instrument prepared by:

Pamela M. Gates  
Frost & Jacobs  
2500 Central Trust Center  
201 East Fifth Street  
Cincinnati, Ohio 45202

2449n/2450n

Property of Cook County Clerk's Office

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This instrument prepared by:

Pamela M. Gages  
First & Jacobs  
1500 Central Trust Center  
501 East Fifth Street  
Cincinnati, Ohio 45202

2488434800

Property of Cook County Clerk's Office

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EXHIBIT A - LEGAL DESCRIPTION

GRESHAM JUNCTION (VINCENNES AVENUE TO HALSTED STREET):

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as Document 27439690 in the Gresham Wye lying within 25 feet on each side of the center line of the Southerly Wye Track between the Easterly right of way line of the Regional Transportation Authority ("RTA") as condemned from William M. Gibbons, Trustee (Number 51 "C"431) in the United States District Court for the Northern District of Illinois in the final judgment order thereof and the Westerly line of Halsted Street, being a line 50 feet Westerly of and parallel to the East line of Section 5; and all of the former interest of the Chicago Pacific Corporation in the Gresham Wye lying Northerly of a line 25 feet Southerly of and parallel to the center line of the Northerly Wye Track and former South Chicago line Westbound main track between said RTA Easterly right of way and said Westerly line of Halsted Street; (excepting the easements reserved in the quit claim deed from the Chicago Pacific Corporation, Corporation of Delaware, to LaSalle and Bureau County Railroad Company, Corporation of Illinois, dated January 8, 1985 and recorded February 11, 1985 as document 27439690 across said North Wye leg for roadway and utility access across Genoa Avenue and 90th Street; both legs of the Gresham Wye being in the South East 1/4 of the North East 1/4 of Section 5 and the North 100 feet of the North East 1/4 of the South East 1/4 of Section 5, Township 37 North, Range 14 in Cook County, Illinois

HALSTED STREET TO I.C.R.R. (COTTAGE GROVE AVENUE):

All of the former railroad right of way of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as document 27439690 beginning at the Westerly line of Halsted Street, being a line 50 feet Westerly of and parallel to the East line of Section 5; thence Easterly through said Section 5 and through the South 1/2 of the North 1/2 of Section 4; the South West 1/4 of the North West 1/4 and South East 1/4 of the North West 1/4 and the North East 1/4 of the South West 1/4 of the West 1/2 of the South East 1/4 and the South East 1/4 of the South East 1/4, all of Section 3; and the West 1/2 of the South West 1/4 of the South West 1/4 of Section 2 to the West right of way line of the Ill Central Railroad Company; all in Township 37 North, Range 14 in Cook County, Illinois

I.C.R.R. TO PULLMAN JCT.:

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as document 27439690 in the South 500 feet of Section 2 lying Westerly of a line 399 feet Westerly of and parallel to the

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East line of said Section 2 (E.P.S. 175+02) excepting an undivided 1/2 interest in that parcel next described below

## PARCEL 1:

A tract of land described as follows:

The point of beginning being on a line 329 feet Easterly of and parallel to the North/South center line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, and on a line 220 feet Northerly of and parallel to the South line of said Section 2; thence Northerly along said line Easterly of said North/South center line 55 feet to a line 7.0 feet Northerly of and parallel to the center line of grantor's Track Number 14; thence Easterly along the last line intersected 1,595 feet; thence Northerly at a right angle 14 feet to a line 7.5 feet Northerly of and parallel to the center line of grantor's Track Number 13; thence Easterly along the last line intersected 312 feet, thence Southerly at a right angle 69 feet to said line 220 feet Northerly of and South line of Section 2; thence Westerly along the last line intersected 1.907 feet to the point of beginning; all in the South 300 feet of the South 1/2 of the South East 1/4 of Section 2, Township 37 North, Range 14 in Cook County, Illinois

## EASEMENTS RELATING TO PARCEL NUMBER 1:

An undivided 1/2 interest in that roadway and utilities access easement reserved on Page 4 of Part 2 in Parcel 10 of an Exhibit "A" to a quit claim deed from William M. Gibbons, Trustee, to the Norfolk and Western Railway Company dated November 2, 1983 and recorded November 9, 1983 as document 26856960 granting to the Grantee an easement solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order Number 22 effective November 1, 1920, as amended, extending Southerly from the Northerly lines of Parcel Number 1 described above

(Excepting the easement reserved to Chicago Pacific Corporation in the quit claim deed recorded February 11, 1985 as document 27439690 solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order Number 22 effective November 1, 1920, as amended, extending Northerly from the Northerly lines of Parcel Number 1)

PULLMAN JCT. TO IRONDALE BRANCH:

## PARCEL NUMBER 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

The point of beginning being on a line 399 feet Westerly of and parallel to the East line of Section 2 and on a line 6.5 feet

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East line of said Section 2 (E.V. 2. 133-02) extending as undivided 1/2 interest in that parcel next described below:

PARCEL 1:

A tract of land described as follows:

The point of beginning being on a line 332 feet easterly of and parallel to the North-South center line of Section 14 Township 37 North, Range 14 East of the Third Principal Meridian, Illinois, a line 320 feet westerly of and parallel to the East line of said Section 2; thence Northerly along said East line 52 feet to a line 332 feet easterly of and parallel to the center line of said Section 14; thence Easterly along the East line 1,295 feet; thence Northerly at a right angle to the center line 7.5 feet Northerly of and parallel to the center line of said Section 14; thence Easterly along the East line 311 feet; thence Northerly at a right angle to the center line 320 feet Northerly of and parallel to the East line of said Section 2; thence Westerly along the East line 320 feet to the point of beginning; all in the South 1/2 of the South 1/2 of the South East 1/4 of Section 2, Township 37 North, Range 14 in Cook County, Illinois.

EASEMENTS RELATING TO PARCEL NUMBER 1:

An undivided 1/2 interest in that roadway and utility easement reserved on Page 2 of Part 2 in Exhibit "A" to a quit claim deed from William H. Williams, Trustee, to the North and Western Railway Company, dated November 2, 1923 and recorded November 2, 1923, in Cook County, Illinois, and the easement in said roadway and utility easement granted by the Illinois Commerce Commission Order Number 13 effective November 1, 1920, as amended, extending Southerly from the North line of Parcel Number 1 described above.

(Excepting the easement reserved to Charles E. Williams in the quit claim deed recorded February 11, 1924, in Cook County, Illinois, solely for railroad operating purposes, in order to comply with Illinois Commerce Commission Order Number 13 effective November 1, 1920, as amended, extending Southerly from the North line of Parcel Number 1.)

BULLMAN LOT TO TOWNDALE BRANCH:

PARCEL NUMBER 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

The point of beginning being on a line 332 feet westerly of and parallel to the East line of Section 2 and on a line 332 feet

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Southerly of and parallel to the center line of Grantor's Track Number 13; thence Northerly along said line parallel to said Section 14 feet to a line 7.5 feet Northerly of and parallel to the center line of said track Number 13; thence Easterly and parallel to said Track 13 center line 6598 feet, (said Track Number 13 center line becoming Track Number 1 center line at E.P.S. 184+42.5 H.B.) to a line 871 feet Easterly of and parallel to the East line of Section 1 (E.P.S. 241+00); thence Easterly along the prolongation of the last line to a line lying 18 feet Northerly of and parallel to a line which travels on a 06 degree (radius of 955.37 feet) curve Southeasterly from and tangent to said Track Number 1 center line from a point on said track center line lying 871 feet Easterly of the East line of Section 1, thence Southeasterly along said line being 18 feet Northerly of and parallel to said 06 degree curve line a distance of 530 feet, more or less, to a point of tangent to said 06 degree curve line; thence Southeasterly on a tangent to the last described line a distance of 30 feet, more or less, to a line lying 18 feet Northerly of and parallel to the center line of the West leg of the Irondale Wye Track; thence Southeasterly on a line lying 18 feet Northeasterly of said West leg of the Irondale Wye Track which Track travels on a 07 degree, 10 minute (800 feet radius) curve a distance of 225 feet, more or less, to the South line of Section 6; thence Westerly along the South line of Section 6 to a line 18 feet Southwesterly of and parallel to said 07 degree, 10 minute curve line; thence Northwesterly along a line (being easement line "A") being 18 feet Southwesterly of and parallel to the center line of said 07 degree, 10 minute curve line to a line 36 feet Southwesterly of and parallel to said 30 foot long tangent line; thence Northwesterly along the last line intersected (being easement line "B") to a line 18 feet Southwesterly of and parallel to said 06 degree curve line; thence Northwesterly along the last line intersected (being easement line "C") to a line 28.5 feet Southerly of and parallel to the center line of said Track Number 1, thence Westerly and parallel with said Track Number 1 center line 5770 feet, more or less (being easement line "D") to a line 7.0 feet Northerly of and parallel to the center line of Track Number 14; thence Westerly along the last line intersected to said line 6.5 feet Southerly of and parallel to said Track Number 13 center line; thence Westerly along the last line intersected to said line 399 feet Westerly of and parallel to said East line of Section 2 to the point of beginning; all in the East 399 feet of the South 400 feet of the South East 1/4 of Section 2 and the South 400 feet of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 1700 feet of the South West 1/4 of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

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## EASEMENTS RELATING TO PARCEL NUMBER 2:

Easements created by grants from Chicago Pacific Corporation, Corporation of Delaware, to the LaSalle and Bureau County Railroad Company, Corporation of Illinois, contained in the quit claim deed dated January 8, 1985 and recorded February 11, 1985 as document 27439690 as follows:

Easement for railroad clearance purposes in compliance with order number 22 extending Northerly from said line being 7.5 feet Northerly of said Track Number 13 center line and extending Northerly from said line being 7.5 feet Northerly of and parallel to the center line of Track number 1; easement for railroad clearance purposes in compliance with order number 22 extending Southerly from that line being 6.5 feet Southerly of and parallel to the center line of Track Number 13; and easement for railroad embankment purposes being 20 feet in width extending from the Southerly sides of easement lines "A", "B", "C" and "D", and being 20 feet in width extending from the Northeasterly sides of those lines being 18 feet Northeasterly of and parallel to the 06 degree curve line and the 07 degree, 10 minute curve line and the tangent line connecting said lines; and

Easement for railroad maintenance access purposes across the East 399 feet of the South 400 feet of the South East 1/4 of Section 2, across the most reasonably direct and convenient routes;

All said easements for railroad clearance, railroad embankment and railroad maintenance being in the East 399 feet of the South 400 feet of the South East 1/4 of Section 2, the South 400 feet of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 1700 feet of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

(Excepting the easements reserved to the Chicago Pacific Corporation in the quit claim deed recorded February 11, 1985 as document 27439690 for railroad clearance purposes to comply with order number 22 extending from the Southerly side of said lines being 7.5 feet Northerly of and parallel to the center line of Tracks Number 13 and Number 1, and an easement for railroad clearance purposes to comply editrder number 22 extending Northerly from a line being 7.0 feet Northerly of and parallel to the center line of Track number 14); all in the East 399 feet of the South 400 feet of Section 2, the South 400 feet of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 1700 feet of the South West 1/4 of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

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(Excepting Track number 3 reserved to the Chicago Pacific Corporation in the quit claim deed recorded February 11, 1985 as document 27439690 together with all track materials associated therewith and an easement for operation, use and removal thereof); all in the South 400 feet of Section 1, Township 37 North, Range 14 East of the third principal meridian, and in the South 400 feet of the West 1700 feet of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

## THE STRAND:

All the former railroad right of way of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as document 27439690 in Sections 5 and 6 North of the Indian boundary line between the West line of South Chicago Avenue Easterly to the Southerly prolongation of the East line of the Strand (Avenue "O"), Township 37 North, Range 15 in Cook County, Illinois

## Irondale Branch:

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as Document 27439690 in a strip or strips of land of varying widths constituting a railroad right of way beginning at the intersection of the center line of the South West Wye Track on the Irondale branch of the Chicago Pacific Corporation and the North line of Section 7, North of the Indian boundary line, Township 37 North, Range 15 East of the third principal meridian; thence Southerly through said Section 7 and through the West 1/2 of Section 7, South of the Indian boundary line and through Section 18, South of the Indian boundary line to a line 40 feet Southerly of and parallel to the North line of said Section 18, all in Township 37 North, Range 15 in Cook County, Illinois

## Excepting and Excluding:

All the interest of the Chicago Pacific Corporation in the North 600 feet of the North West 1/4 of Section 7, North of the Indian boundary line lying Northeasterly of a line 25 feet Northeasterly of and parallel to the center line of grantor's Southwesterly Wye Tract for the Irondale Branch; all in Township 37 North, Range 15 in Cook County, Illinois

All of the interest of the Chicago Pacific Corporation in the North 50 feet of the West 350 feet of block 53 lying in the South West 1/4 of the South West 1/4 of Section 7, South of the Indian boundary line in Township 37 North, Range 15 in Cook County, Illinois

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(Excepting Track number 3 reserved to the Chicago Pacific Corporation in the quit claim deed recorded February 11, 1925 as document 2743929 together with all track water rights associated therewith and an easement for operation and removal thereof); all in the South 400 feet of Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 100 feet of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois.

## THE STRAND:

All the former railroad right of way of the Strand Corporation conveyed by the quit claim deed recorded February 11, 1925 as document 2743929 in Sections 5 and 6 of Township 37 North, Range 15 East of Cook County, Illinois, and the Southern extension of the Strand Avenue (Avenue "D"), Township 37 North, Range 15 in Cook County, Illinois.

## Irondale Branch:

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1925 as document 2743929 in a strip or strip of land of 40 feet width constituting a railroad right of way, and the intersection of the center line of the Strand and the center line of the Irondale Branch of the Chicago Pacific Corporation, Township 37 North, Range 15 East of the Third Principal Meridian; thence southerly through said Section 7, and through the West 1/2 of Section 7, South of the Indian boundary line, and through Section 18, South of the Indian boundary line to a line 40 feet southerly of and parallel to the West line of said Section 18, all in Township 37 North, Range 15 in Cook County, Illinois.

## Excepting and Including:

All the interest of the Chicago Pacific Corporation in the North 400 feet of the North West 1/4 of Section 7, Township 37 North, Range 15 in Cook County, Illinois, lying Northwesterly of a line 40 feet Northwesterly of and parallel to the center line of Section 7, Township 37 North, Range 15 in Cook County, Illinois.

All of the interest of the Chicago Pacific Corporation in the North 50 feet of the West 100 feet of the West 1/2 of the South West 1/4 of Section 7, South of the Indian boundary line to Township 37 North, Range 15 in Cook County, Illinois.

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## PARCEL 3:

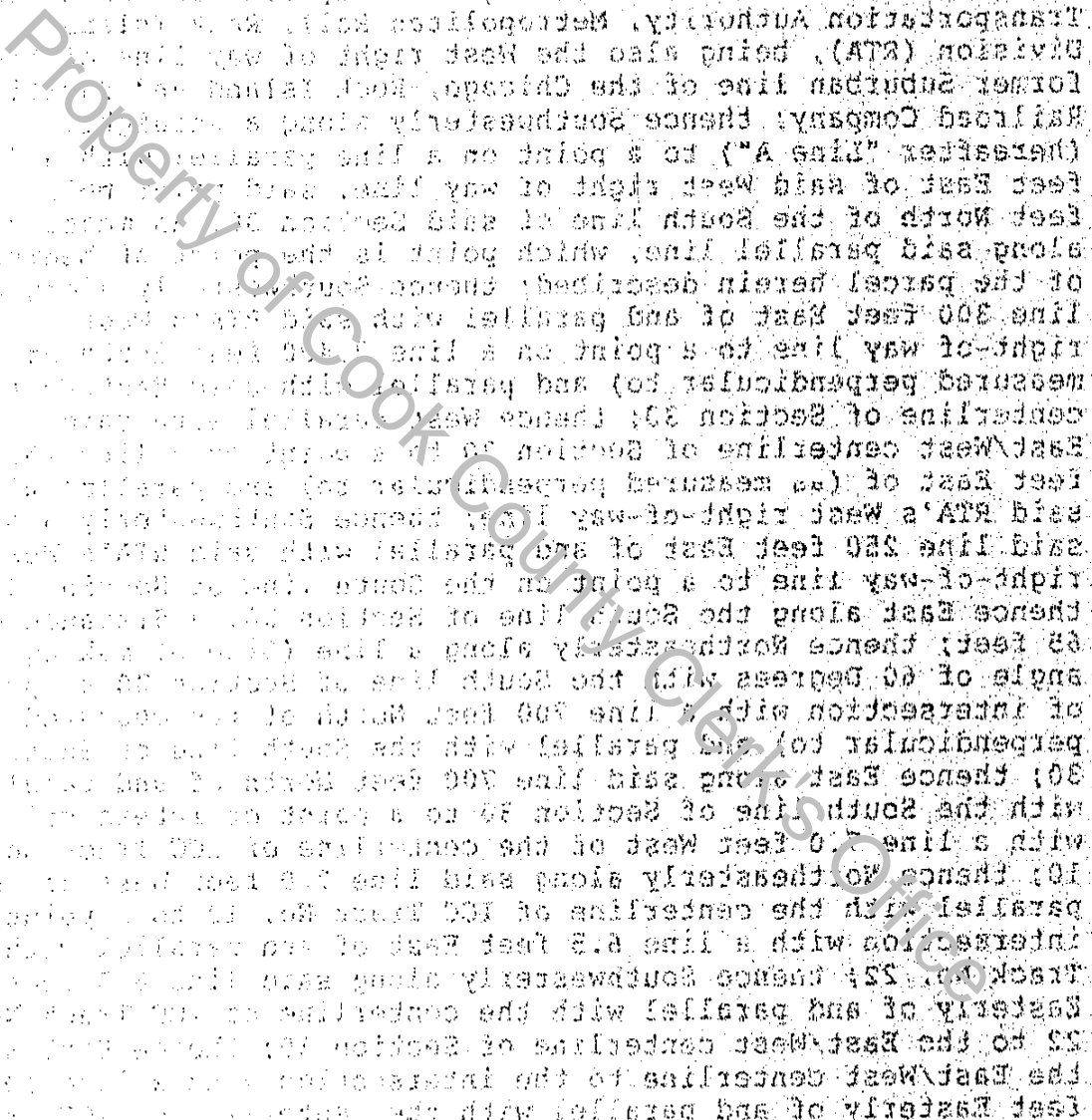
A parcel of land located in the North East 1/4 and the South 1/2 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, more particularly described as follows:

Commencing at a point on the East/West centerline of Section 30, 968 feet East of the West right-of-way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division (RTA), being also the West right-of-way line of the former Suburban line of the Chicago, Rock Island and Pacific Railroad Company; thence Southwesterly along a straight (hereafter "Line A") to a point on a line parallel with and 300 feet East of said West right of way line, said point being 420 feet North of the south line of said Section 30, as measured along said parallel line, which point is the point of beginning of the parcel herein described; thence Southwesterly along said line 300 feet East of and parallel with said RTA's West right-of way line to a point on a line 2,400 feet South of (as measured perpendicular to) and parallel with said East/West centerline of Section 30; thence West parallel with said East/West centerline of Section 30 to a point on a line 250 feet East of (as measured perpendicular to) and parallel with said RTA's West right-of-way line; thence Southwesterly along said line 250 feet East of and parallel with said RTA's West right-of-way line to a point on the South line of Section 30; thence East along the South line of Section 30, a distance of 65 feet; thence Northeasterly along a line (Line B) making an angle of 60 Degrees with the South line of Section 30 to point of intersection with a line 700 feet North of (as measured perpendicular to) and parallel with the South line of Section 30; thence East along said line 700 feet North of and parallel with the South line of Section 30 to a point of intersection with a line 7.0 feet West of the centerline of ICC Tract No. 10; thence Northeasterly along said line 7.0 feet West of and parallel with the centerline of ICC Tract No. 10 to a point of intersection with a line 6.5 feet East of and parallel with ICC Tract No. 22; thence Southwesterly along said line 6.5 feet Easterly of and parallel with the centerline of ICC Tract No. 22 to the East/West centerline of Section 30; thence East along the East/West centerline to the intersection with a line 10 feet Easterly of and parallel with the centerline of ICC Tract No. 22; thence Southwesterly along said line 10 feet Easterly of and parallel with ICC Tract No. 22 approximately 1,060 feet to a point of intersection with a line projected Easterly at a right angle to said Line A from a point 1,000 feet South of the East/West centerline of Section 30 as measured along said Line A; thence Northwesterly along said line projected Easterly from Line A, to a point of intersection with a line 10 feet Easterly of and parallel to the center line of ICC Tract No. 81 (also known as house Track No. 4); thence Southwesterly along said

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A parcel of land located in the North East 1/4 and the South 1/2 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, more particularly described as follows:

Commencing at a point on the East/West centerline of Section 30, 300 feet East of the West right-of-way line of the Chicago, Metropolitan Authority, Metropolitan North Division (RTA), being also the West right of way line of the former suburban line of the Chicago, North Branch of the Railroad Company; thence Southwesterly along a parallel (hereafter "Line A") to a point on a line perpendicular to the East of said West right of way line, said line being 300 feet North of the South line of said Section 30, and along said parallel line, which point is the point of intersection of the parcel herein described; thence Southwesterly along a parallel to a point on a line perpendicular to the right-of-way line to a point on a line perpendicular to the centerline of Section 30; thence West parallel to the East/West centerline of Section 30 to a point on a line perpendicular to the East of (a) a measured perpendicular to the East of said RTA's West right-of-way line, thence Southwesterly along said line 250 feet East of and parallel with said line perpendicular to a point on the South line of Section 30, and thence East along the South line of Section 30, 65 feet; thence Northwesterly along a line perpendicular to an angle of 60 degrees with the South line of Section 30, to an intersection with a line 300 feet West of the centerline of perpendicular to and parallel with the West line of Section 30; thence East along line 300 feet West of and parallel with the South line of Section 30 to a point of intersection with a line 7.0 feet West of the centerline of Section 30; thence Northwesterly along said line 7.0 feet West of and parallel with the centerline of Section 30 to a point of intersection with a line 6.5 feet East of and parallel with the centerline of Section 30; thence Southwesterly along said line 6.5 feet East of and parallel with the centerline of Section 30 to the intersection of the East/West centerline to the intersection of the East/West centerline of and parallel with the West line of Section 30; thence Southwesterly along said line 6.5 feet East of and parallel with the centerline of Section 30 to a point of intersection with a line perpendicular to a point of intersection with a line A from a point 1000 feet North of the East/West centerline of Section 30 as measured from a point on line A, to a point of intersection with a line 10 feet West of and parallel to the center line of the Track No. 10, known as house Track No. A); thence Southwesterly along said



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line 10 feet Easterly of and parallel to the centerline of said ICC Track No. 81, a distance of 250 feet; thence Northwesterly along a line projected at a right angle from Line A to a point on Line A; thence Southwesterly along Line A to the point of beginning.

Excepting therefrom the coal and other minerals underlying the surface of said land and all rights and easements in favor of mineral estate

## PARCEL 4:

An easement for the benefit of Parcel 3 for railroad purposes as created, limited and defined in a Grant thereof recorded May 21, 1987 as Document 87,274,668.

Permanent Tax Numbers: 25-30-200-003                      Volume: 037  
                                  25-30-315-002  
                                  25-30-315-004  
                                  25-30-315-007  
                                  25-30-315-014  
                                  25-30-400-001

Said matter affects this and other property.

## BLUE ISLAND PARCEL:

Commencing at a point on the East/West center line of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, being 968 feet Easterly of the right of way line of grantor's former suburban line; thence Southwesterly 1,000 feet to the point of beginning along a straight line (line "A") which intersects the intersection of a line 300 feet Easterly of and parallel to said West suburban right of way line with a line 420 feet Northerly of and parallel to the South line of said Section 30; thence at a right angle Northwesterly 100 feet, ("line "B"); thence at a right angle Northeasterly 950 feet to said East/West center line of Section 30; thence Easterly to said point on said East/West center line being 968 feet Easterly of said West suburban right of way; thence North 33 degrees, 15 minutes East, more or less, for 841.7 feet; thence Southeasterly at a right angle to a line 6.5 feet Westerly of and parallel to the center line of the former main Track Number 5 (local number 47) of the Chicago Pacific Corporation and also being on a line 6.5 feet Easterly of grantor's yard Track Number 22 center line as presently laid out and located; thence Southwesterly along said line being 6.5 feet Easterly of and parallel to the center line of yard Track Number 22 of said corporation to said East/West center line of Section 30; thence Easterly along the last line intersected to a line 10 feet Easterly of and parallel to the center line of said Track Number 22; thence Southwesterly along the last line

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line 10 feet Easterly of and parallel to the centerline of said  
ICC Track No. 81, a distance of 276 feet, thence Northwesterly  
along a line projected at a right angle from line A to a point  
on line A; thence Southwesterly along line A to the point of  
beginning.

Excepting therefrom the coal and other minerals underlying the  
surface of said land and all rights and easements in favor of  
mineral estate

## PARCEL 4:

An easement for the benefit of Parcel 3 for railroad purposes  
as created, limited and defined in a Grant located in Cook County  
Ill. 1987 as Document 87,274,688.

- Parcel Tax Numbers:
- 22-30-400-001
  - 22-30-315-014
  - 22-30-315-007
  - 22-30-315-034
  - 22-30-315-002
  - 22-30-200-003

Said matter affects this and other property.

## BLUE ISLAND PARCEL:

Commencing at a point on the East/West center line of Section  
30, Township 37 North, Range 14 East of the 6th Principal  
Meridian, being 258 feet Easterly of the right of way line of  
grantor's former subway line; thence Southwesterly along said line  
to the point of beginning along a straight line; thence  
which intersects the intersection of a line 200 feet  
of and parallel to said West subway line; thence  
line 420 feet Northerly of and parallel to said line 200 feet  
said Section 30; thence at a right angle Northwesterly along  
feet; ("Line 'B'"); thence at a right angle Northwesterly  
feet to said East/West center line of Section 30; thence  
Easterly to said point on said East/West center line along the  
feet Easterly of said West subway line of said Section 30;  
33 degrees, 12 minutes East, more or less, for 111.1 feet;  
thence Southwesterly at a right angle to a line 200 feet  
westerly of and parallel to the center line of the  
Track Number 2 (local number 47) of the Illinois Central  
Corporation and also being on a line 2 feet  
grantor's said Track Number 21 center line as shown on the  
out and located; thence Southwesterly along said line 2 feet  
feet Easterly of and parallel to the center line of said  
Number 22 of said corporation to said East/West center line  
Section 30; thence Easterly along the East/West center line  
a line 10 feet Easterly of and parallel to the center line  
said Track Number 22; thence Southwesterly along the East/West

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intersected 1060 feet, more or less, to the Easterly prolongation of said line "B"; thence Westerly along said prolongation of line "B" to a line 10 feet Easterly of and parallel to the center line of house Track Number 4; thence Southwesterly along the last line intersected 250 feet; thence Northwesterly at a right angle to said line "A"; thence Northeasterly along line "A" 250 feet to the point of beginning; all in Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

**BLUE ISLAND EASEMENTS-TRACK:**

Easement reserved to Chicago Pacific Corporation, a corporation of Delaware grantor in the quit claim deed to Heartland Rail Corporation, a corporation of Iowa, dated October 4, 1984 and recorded October 11, 1984 as document 27289837 and further conveyed in the deed from Chicago Pacific Corporation, a corporation of Delaware, to LaSalle and Bureau County Railroad Company, a corporation of Illinois dated January 8, 1985 and recorded February 11, 1985 as document 27439690, described as being easement solely for railroad clearance purposes in order to comply with Illinois Commerce Commission General Order effective November 1, 1920, as amended May 14, 1969, more particularly General Rules 10.1 through 10.5 inclusive, and Steam Railroad Rules 101.1 and 120.1 inclusive (order number 22) and being in particular that easement described as extending Easterly of a line 7.0 feet Westerly of and parallel to the center line of yard Track Number 10 at Blue Island and that easement described as extending Easterly of a line being 6.5 feet Easterly of and parallel to the center line of yard Track Number 22 at Blue Island (both easements being conveyed to grantee only as said easements are contiguous to the parcel of land at Blue Island herein described above) (reserving to the grantor Blue Island Track Number 23 and an easement for railroad operating and clearance purposes sufficient to utilize and remove Blue Island Number 23) all in Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

**BLUE ISLAND EASEMENTS-ROADWAY:**

Non-exclusive use, for existing facilities only, of that non-exclusive roadway and utilities easement reserved to William M. Gibbons, Trustee, predecessor of Chicago Pacific Corporation, in that condemnation by the Regional Transportation Authority in the United States District Court for the Northern District of Illinois, Eastern Division (case number 81C431), as said easement is described in II on page 21 of Exhibit 1 to the Final Judgment Order entered September 6, 1984, and further conveyed in the deed from Chicago Pacific Corporation, a corporation of Delaware, to LaSalle Bureau County Railroad Company, a corporation of Illinois; dated January 8, 1985 and recorded February 11, 1985 as document

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27439690, and described more particularly as follows:  
beginning at the intersection of the East/West center line of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and the West right-of-way of the trustee; thence East along the East/West center line of said Section 30 a distance of 850 feet, to a point, thence Southwesterly along a straight line, said line being Westerly of and parallel with line "A" as described in the first parcel described above, a distance of 950 feet, thence Northwesterly at a right angle to the last described line a distance of 30 feet, thence Northeasterly along a line 130 feet West of and parallel with said line "A", a distance of 820 feet, more or less, to a point, thence Northwesterly at a 45 degree angle to the last described line a distance of 80 feet, to a point, thence West along a line 30 feet South of and parallel with the East/West center line of said Section 30 to the West right-of-way line of the trustee; thence North along said right-of-way line to the point of beginning, in Cook County, Illinois

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2743550, and described more particularly as follows:  
beginning at the intersection of the East-West corner line of  
Section 30, Township 37 North, Range 14 East of the 1st  
Principal Meridian, in Cook County, Illinois and the  
right-of-way of the trustee; thence East along the East-West  
center line of said Section 30 a distance of 30 feet, to a  
point, thence Southwesterly along a straight line, said line  
being Westerly of and parallel with line "A" as described in  
the first parcel described above, a distance of 30 feet,  
thence Northwesterly at a right angle to the last described  
line a distance of 30 feet, thence Northwesterly along a  
line 130 feet West of and parallel with said line "A", a distance  
820 feet, more or less, to a point, thence Northwesterly  
45 degree angle to the last described line a distance of 100  
feet, to a point, thence West along a line to the East-West  
parallel with the East-West center line of said Section 30  
the West right-of-way line of the trustee; thence North along  
said right-of-way line to the point of beginning in Cook  
County, Illinois

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