

ILLINOIS - COOK COUNTY  
SITE NOS. 44, 45 and 46

**AMENDED AND RESTATED MORTGAGE, SECURITY  
AGREEMENT, FINANCING STATEMENT, ASSIGNMENT  
OF LEASES AND RENTS AND FIXTURE FILING**

\$35.00

11/12/91 11:15:00  
21-593504  
COOK COUNTY RECORDER

1100R 246891, 246892  
246895

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Mortgage") dated as of October 31, 1991, made by and among GREYHOUND LINES, INC., a Delaware corporation (herein collectively referred to with its successors and assigns as the "Mortgagor"), having its principal place of business and mailing address at 15110 North Dallas Parkway, Suite 300, Dallas, Texas 75248, Attn: J. Michael Doyle, to and in favor of SECURITY PACIFIC BUSINESS CREDIT INC., a Delaware corporation (herein collectively referred to with its successors and assigns as the "Mortgagee"), having an office at 228 East 45th Street, New York, New York 10017, in its capacity as Agent (as defined in the Loan Agreement described below) for itself and the financial institutions that may from time to time constitute Lenders (as defined in the Loan Agreement) under that certain Modified Secured Loan Agreement (the Modified Secured Loan Agreement, together with any and all renewals, extensions, increases, amendments, restatements and other modifications made from time to time with respect thereto, being hereinafter referred to as the "Loan Agreement"), dated as of even date herewith by and among the Agent, the Mortgagor and the Lenders.

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**W I T N E S S E T H:**

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, the Lenders have agreed to make certain Term Loans (as defined in the Loan Agreement) to or for the benefit of Mortgagor; and

This document was prepared by  
~~and after recording~~ should be  
returned to:

Linda D. Sartin, Esq.  
Jenkins & Gilchrist  
1445 Ross Avenue  
Suite 3200  
Dallas, Texas 75202-2711

91593504

3/10/92  
L. E. W.

msk (29853)

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, the Lenders have agreed to make certain Revolving Loans and SP Revolving Loans (as defined in the Loan Agreement) and Mortgagee has agreed to provide for the issuance of Letters of Credit (as defined in the Loan Agreement) to or for the benefit of Mortgagor and Eagle; and

WHEREAS, the Term Loans, the Revolving Loans, the SP Revolving Loans and the Letters of Credit shall mature or expire no later than October 31, 1998, except as provided in the Loan Agreement; and

WHEREAS, as a condition to the extension of certain financial accommodations to Mortgagor by the Lenders, including, without limitation, the extensions of credit evidenced by the Loan Agreement, Mortgagee and Lenders have required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (i) the payment of the principal amount of the Term Loans, together with interest thereon; (ii) the payment of the principal amount of the Revolving Loans and SP Revolving Loans, together with interest thereon, and all Letter of Credit Obligations (as defined in the Loan Agreement), as well as all other Obligations (as defined and provided in the Loan Agreement); and (iii) all other payment and performance obligations related to this Mortgage (the aforesaid indebtedness, obligations and other liabilities being hereinafter referred to collectively as the "Liabilities"); and

WHEREAS, the Liabilities secured hereby shall not exceed an aggregate principal amount, at any one time outstanding of One Hundred Fifty-Two Million Six Hundred Thirty-eight and No/100 Dollars (\$152,638,000), provided that the foregoing limitation shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Loan Agreement or under any other security agreement at any time executed by Mortgagor; and

NOW, THEREFORE, in consideration of the premises contained herein (which are incorporated herein by reference) and to secure payment and performance of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby irrevocably grant, bargain, sell, convey, release, alien, mortgage and warrant to Mortgagee, and its successors and assigns, and does hereby assign, pledge and grant a security interest to Mortgagee, its successors and assigns, in and to the following described real estate (the "Land") in Cook County, Illinois and all buildings, structures, open parking areas and other improvements of each and every nature whatsoever and all accessions, additions, replacements, substitutions or alterations thereof or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof (the "Improvements"):

See Exhibit A attached hereto and by  
this reference made a part hereof

which Land, together with the Improvements, is herein called the "Premises."

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "Property Rights").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, machinery and equipment of Mortgagor; and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing (a) and (b) being the "Fixtures"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (c) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor; (d) all apparatus, machinery, equipment and appliances of Mortgagor not included as Fixtures; (e) all items of furniture, furnishings and personal property of Mortgagor; and (f) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (c)-(e) (the items described in the foregoing (c)-(f) and any other personal property referred to in this paragraph being the "Personal Property") and in and to the proceeds of the Personal Property. It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by Mortgagor (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement, fixture filing and financing statement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew such security interest under the

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Uniform Commercial Code. To the extent permitted by law (a) all of the Fixtures are or are to become fixtures on the Land; and (b) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code.

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (a) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Mortgaged Property (as hereinafter defined), or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property or any part thereof; and (except as otherwise provided herein or in the Loan Agreement) the Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and to apply the same as provided in the Loan Agreement; (b) all contract rights, general intangibles, actions and rights in action relating to the Mortgaged Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Mortgaged Property; and (c) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles.")

As additional security for the Liabilities secured hereby, Mortgagor does (a) hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (b) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreement (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases"). Mortgagee hereby grants to Mortgagor the right to collect and use the Rents as they become due and payable under the Leases, but not more than one (1) month in advance thereof, unless an "Event of Default" (as defined in the Loan Agreement) shall have occurred, provided, that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of the Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time request. In the event of an Event of Default under the Loan Agreement (a) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all of the Leases with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the Real Property and

collect the Rents, applying the same upon the Liabilities in the manner provided in the Loan Agreement, and (b) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Real Property to pay the Rents due under the Leases to the Mortgagee upon request of the Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the Rents, with full power to bring suit for collection of the Rents and possession of the Real Property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary and (ii) Mortgagee agrees that until such Event of Default occurs as aforesaid, Mortgagee shall permit Mortgagor to perform the aforementioned management responsibilities. Upon Mortgagee's receipt of the Rents, at Mortgagee's option, it may pay: (1) reasonable charges for collection thereof, costs of reasonably necessary repairs and other reasonable costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums, and (3) the balance of the Rents pursuant to the provisions of the Loan Agreement. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. This power of attorney and assignment of rents shall also be revoked upon the completion of a foreclosure sale of the Mortgaged Property or the sale of the Mortgaged Property by power of sale. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Loan Agreement.

All of the property described above, and each item of property therein described, including, but not limited to, the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, except as provided in the Loan Agreement, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, unto Mortgagee, its successors and assigns, forever, and Mortgagor does hereby bind itself, its successors and assigns, to warrant and defend forever title to the Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof subject



only to the encumbrances described on Exhibit B attached hereto and by this reference made a part hereof to the extent, but only to the extent, the same are in effect at this time, shown of record in the above-mentioned county and state and relate to the hereinabove-described Real Property (the "Permitted Encumbrances"). Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws, if any, of the State of Illinois (the "State"), and Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of these presents, Mortgagor is well seized of the Mortgaged Property in fee simple and with lawful authority to grant, bargain, sell and convey the Mortgaged Property to the Mortgagee and to assign, pledge and grant a security interest to Mortgagee therein, and that the title to the Mortgaged Property is free and clear of all encumbrances, except for the Permitted Encumbrances, and that, except for the Permitted Encumbrances, Mortgagor will forever defend the same against all claims.

The following provisions shall also constitute an integral part of this Mortgage:

1. Payment of Taxes on the Mortgage. Without limiting any of the provisions of the Loan Agreement, Mortgagor agrees that, if the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee or any Lender by reason of or as holder of any of the foregoing then, Mortgagor shall, to the extent permitted by law and subject to the limitations, if any, contained in the Loan Agreement, pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. Mortgagor agrees to exhibit to Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay under this paragraph. Mortgagor agrees, to the extent permitted by law and subject to the limitations, if any, contained in the Loan Agreement, to indemnify Mortgagee and each Lender against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Liabilities and regardless of whether this Mortgage shall have been released, provided, that following a foreclosure sale or a sale of the Mortgaged Property by power of sale, Mortgagor shall not be liable for any real estate taxes assessed against the Mortgaged Property, except for any such taxes that relate to a period of time during which Mortgagor had an interest in the Mortgaged Property.

2. Leases Affecting the Real Property. Without limiting any of the provisions of the Loan Agreement, Mortgagor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the ownership, use or occupancy of the Real Property at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements (except during the ordinary course of business), or in the diminution of the value thereof or of the rents or revenues due thereunder. All lessees under any lease of the Real Property, or any part thereof, shall, without any further documentation, attorn to Mortgagee or to such other person



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(a) Mortgagee's Power of Enforcement. It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by the State law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance subject to the Permitted Encumbrances pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loans hereby secured are made) for the benefit of Mortgagee, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any reasonably necessary repairs to the Real Property, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Real Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Real Property, expel and remove any persons, goods or chattels occupying or upon the same, to collect or receive all the Rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Real Property, distribute and apply the remaining net income in accordance with the terms of the Loan Agreement or upon any deficiency decree entered in any foreclosure proceedings.

8. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Loan Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Liabilities. All of the Liabilities and other sums secured hereby which then remain unpaid; and



(b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage or any of the other Loan Documents; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and reasonable paralegals' fees and expenses, appraiser's fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, reasonable stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Liabilities secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including, but not limited to, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the Loan Agreement.

9. Cumulative Remedies; Delay or Omission Not a Waiver. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

10. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any Liabilities secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

11. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or deed of trust securing the Liabilities, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose and/or enforce one or more mortgages or deeds of trust or other Loan Documents, which also secure said Liabilities.

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12. Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing, or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by overnight mail and courier service, (b) four (4) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, or (c) in the case of notice by such a telecommunications device, when properly transmitted, in each case addressed to the party to be notified as follows:

of to Mortgagee:

Security Pacific Business Credit Inc.  
228 East 45th Street  
New York, New York 10017  
Attention: Richard T. Scala  
Telecopier No.: 212/682-1509

with a copy to:

Security Pacific Business Credit Inc.  
10124 Old Grove Road  
San Diego, California 92131  
Attention: Thomas G. Montgomery, Esq.  
Telecopier No.: 619/549-7508

and with a copy to:

Jenkins & Gilchrist, P.C.  
1445 Ross Avenue, Suite 3200  
Dallas, Texas 75202-2711  
Attention: Linda D. Sartin  
Telecopier No.: 214/855-4300

if to Mortgagor:

Greyhound Lines, Inc.  
15110 North Dallas Parkway  
Suite 400  
Dallas, Texas 75248  
Attention: J. Michael Doyle  
Telecopier Nos.: 214/744-6579 and  
214/744-7810

with a copy to:

Weil, Gotshal & Manges  
901 Main Street, Suite 4100  
Dallas, Texas 75202  
Attention: Lawrence D. Stuart, Jr.  
Telecopier No.: 214/746-7777

or to such other address as each party may designate for itself by like notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall not adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

13. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment or performance of the Liabilities secured hereby or affecting the liens, assignments or security interest of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, but otherwise subject to the provisions of the Loan Agreement, extend the time, or agree to alter or amend the terms of payment of such Liabilities. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liabilities or the remainder of the security.

14. Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State of New York, except for those provisions regarding creation, perfection, priority or enforceability of any and all rights and remedies provided for herein, which shall be governed by the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15. Satisfaction of Mortgage. Upon full payment of all the Liabilities, at the time and in the manner provided in the Loan Agreement, and the termination of the Loan Agreement, or upon satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property from this Mortgage, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor.

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16. Successors and Assigns Included in Parties. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's and the Lender's successors and assigns. All references herein to the Mortgagor, to the Mortgagee and to the Lenders shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

17. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times during the existence of an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

18. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between the Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall govern.

19. Future Advances. This Mortgage is given for the purpose of securing loan advances and other extensions of credit which the Mortgagee may make to or for Mortgagor pursuant and subject to the terms and provisions of the Loan Agreement. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other extensions of credit made after this Mortgage is delivered to the Recorder of Deeds, Cook County, Illinois, whether made pursuant to an obligation of Mortgagee or otherwise, provided that such advances and other extensions of credit are within twenty (20) years from the date hereof and in such event, such advances and other extensions of credit shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance or other extension of credit made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance or other extension of credit is made. Such loan advances may or may not be evidenced by notes executed pursuant to the Loan Agreement. All future advances shall have the same priority as the original advance.

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20. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Loan Agreement shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

21. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

23. Amendment and Restatement. The Loan Agreement renews, extends, amends, restates and otherwise modifies that certain Loan and Security Agreement dated as of March 27, 1989 entered into by and among the Agent, Lenders, Mortgagor and Eagle Bus Manufacturing, Inc. (herein referred to with all renewals, extensions, amendments, restatements and other modifications made from time to time with respect thereto as the "Original Loan Agreement") and all indebtedness, obligations and other liabilities of Mortgagor pursuant to the Original Loan Agreement and the instruments, agreements and other documents executed and/or delivered in connection therewith continue in full force and effect (collectively referred to as the "Existing Obligations"). This Mortgage is being executed and delivered for purposes of extending, amending, restating and otherwise modifying that certain Mortgage, Security Agreement, Financing Statement and Assignment of Leases and Rents dated as of March 27, 1989 executed by the Mortgagor to and for the benefit of the Mortgagee and recorded with the Cook County, Illinois Recorder of Deeds as Document Number 89166360 (herein collectively referred to with all renewals, extensions, restatements, amendments and other modifications made from time to time with respect thereto as the "Original Mortgage"). Neither the Loan Agreement, this Mortgage nor any other Loan Document constitutes a novation of all or any portion of the Existing Obligations, and none of the same shall be deemed to have been accepted in extinguishment or satisfaction thereof. All Existing Obligations continue and all assignments, pledges, security interests and other liens created or evidenced by the Original Loan Agreement, Original Mortgage or any other instrument, agreement or document executed and delivered in connection therewith continue in full force and effect as security for the Liabilities, without change to the priority thereof.

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# UNOFFICIAL COPY

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SITE NO. 44, 45 and 46

IN WITNESS WHEREOF, this instrument is executed as of the day and year specified in the acknowledgement to be effective as of the date first above written by the person or persons identified below on behalf of Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MORTGAGOR:

GREYHOUND LINES, INC., a  
Delaware corporation

By: *Don T. Seaquist*  
Don T. Seaquist  
Its: Vice President and Treasurer

Attest:

By: *Melanie L. Scofield*

Melanie L. Scofield  
Assistant Secretary

AFFIX CORPORATE SEAL

# UNOFFICIAL COPY

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SITE NO. 44, 45 and 46

STATE OF NEW YORK       §  
  §  
COUNTY OF NEW YORK   §

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Don T. Seaquist, personally known to me to be the Vice President and Treasurer of Greyhound Lines, Inc., a Delaware corporation, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and \_\_\_\_\_, they signed the delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of October, 1991.

Muhammad Sayed Qadeer  
Notary Public

My commission expires: \_\_\_\_\_

NOTARY PUBLIC  
Muhammad Sayed Qadeer  
Notary Public  
Commission Expires: March 2, 1992

PROPERTY OF COOK COUNTY Clerk's Office

92593504

# UNOFFICIAL COPY

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## EXHIBIT "A"

(Land)

### SITE NO. 44

#### PARCEL 1:

The North West half of Lot 11 in Block 81 in Elston's Addition to Chicago, in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, being that part of Lot 11 aforesaid, lying North of a line described as follows:

Beginning on the Easterly line of said Lot 11, at a point equi-distance from the North East corner and the South East corner of the East half of said Lot, running thence due West through the Center of said Lot 11, and parallel with the South line of the East half thereof, to a point 88 feet, 11 3/4 inches directly West from the East line, running thence from said mentioned point South Westerly through the center of the South Westerly half of said Lot 11, and parallel with the South Easterly line of the South Westerly half to a point in the South Westerly line of said Lot midway between and equi-distance from the South Westerly corner of the South Westerly half of Lot 11 and the North Westerly corner of said South Westerly half of said Lot 11, in Cook County, Illinois.

#### PARCEL 2:

All that portion of Lot 11 in Block 81 in Elston's Addition to Chicago lying South of a line running through the center of said Lot, said line being more particularly located and designated as follows:

Starting on the Easterly line of said Lot 11 at a point equal distant from the North East corner and the South East corner of the East half of said Lot running thence West through the center of said Lot 11 and parallel with the South line of the East half thereof to a point 88 feet 11 3/4 inches directly West from said East line running thence from said mentioned point South Westerly through the center of the South Westerly half of said Lot 11 and parallel with the South Easterly line of said South Westerly half to a point in the South Westerly line of said Lot midway between and equal distant from the South Easterly corner of the South Westerly half of said Lot 11 and the North Westerly corner of the said South Westerly half of said Lot 11 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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**PARCEL 3:**

Lots 12 and 13 in Block 81 in Elstons Addition to Chicago in the South East Quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX NUMBERS: 17-05-410-004      VOLUME: 500  
17-05-410-006  
17-05-410-005  
17-05-410-007  
17-05-410-008

PROPERTY ADDRESS: 921 N. Branch Street, Chicago, Illinois

Property of Cook County Clerk's Office

91593504

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# UNOFFICIAL COPY

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## EXHIBIT "A"

(Land)

### SITE NO. 45

#### PARCEL 1:

Lots 7 and 8 (except the North 26 feet of said lots) Lots 11 to 14 both inclusive, 17, 18, 19 and the North 1/2 of Lot 20 and all of Lot 24 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

Lots 1 to 4 both inclusive in Berdel and Maurer's Subdivision of Lot 23 and the South 1/2 of Lot 20 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 3:

Lot 9 (except the North 26 feet thereof), Lots 10, 15 and 16 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### ALSO

Lots 1 to 5 in Assessor's Division of Lots 21 and 22 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

All that part of vacated South Law Avenue lying West of and adjoining the West line of Lots 8, 11, 14, 17 and 20 in Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian lying West of and adjoining the West line of Lot 4 in Berdel and Maurer's Subdivision of Lot 23 and the South 1/2 of Lot 20 in Block 30 in said School Section Addition lying East of and adjoining the East line of Lots 9, 10, 15 and 16 in Subdivision of Block 30 in School Addition to Chicago aforementioned, lying East of and adjoining the East line of Lot 5 in Assessor's Division of Lots 21 and 22 in Block 30 in School Section Addition to Chicago aforementioned, and lying South

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17-16-125-004

of and adjoining a line drawn from a point on the West line of said Lot 8 which is 26 feet South of the North West corner thereof to a point on the East line of said Lot 9 which is 26 feet South of the North East corner thereof, in Subdivision of Block 30 in School Section Addition to Chicago aforementioned all in Cook County, Illinois.

Permanent Tax Numbers: 17-16-125-005      Volume: 591  
17-16-126-012

PROPERTY ADDRESS: 901 N. Halsted, Chicago, Illinois

Property of Cook County Clerk's Office

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## EXHIBIT "A"

(Land)

### SITE NO. 46

Lots 12, 13, 14, 15, 16, 17, 18 and 19 in Block 97, all of Block 98, and that part of vacated North Branch Water Street lying between Block 97 and 98, all in Elston's Addition to Chicago in the South West Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 17-04-315-007                      Volume:        498  
   17-04-315-008  
   17-04-328-006

Property Address:        630 W. Harrison Street, Chicago, Illinois

Property of Cook County Clerk's Office

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## EXHIBIT "B"

(Permitted Encumbrances)

### SITE NO. 44

1. An easement for the purposes stated herein.

In favor of : The Metropolitan Sanitary District of Greater Chicago

For : Tunnel and Reservoir System

Recorded : July 22, 1976 Document: 23,569,639

Affects : Part of Lot 13

2. An encroachment of a chain link fence, as disclosed by survey dated February 12, 1988, by Bob F. Thompson, Boyle Engineering Corporation:

A) Located on the land, onto land adjacent to the extent of 0.90 feet along the Northwesterly boundary line, and

B) Located on the land, onto North Branch Street to the extend of 0.43 feet.

3. All tax liens of record as of the date hereof.

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## EXHIBIT "B"

(Permitted Encumbrances)

### SITE NO. 45

1. Terms and conditions contained in Covenant Agreement dated August 2, 1988 and recorded September 20, 1988 as Document 88,430,395 made by and between Greyhound Lines, Inc., and Clinton Realty Association Inc., relating to the operation of buses to and from the property, parking of buses on adjoining streets, heights of terminal structure, for the benefit of the property East of Jefferson Street.
2. Rights of the Illinois Bell Telephone Company which maintains underground facilities through a section of vacated South Law Street as shown on its map attached to its letter dated September 27, 1988.
3. Overhead wires as disclosed on Plat of Survey made by Chicago-Guaranty Survey Company dated September 27, 1988, Number 8809008.
4. Encroachment of concrete wall located on the perimeter of the land over and onto the land South and adjoining by .08 of a foot, and onto the land West and adjoining by amounts varying to as much as 1.03 feet, and onto the land North and adjoining by 1.10 feet and onto the land East and adjoining by .027 of a foot as disclosed by survey dated September 27, 1988 by Chicago Guarantee Survey Company, Number 8809008
5. Lease made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 30, 1984 and known as Trust Number 61738 to Standard Parking Corporation, dated January 30, 1985 and all rights thereunder of and all acts done or suffered thereunder by said Lessee or by any party claiming by, through or thereunder.
6. Terms and conditions contained in Covenant Agreement dated \_\_\_\_\_, 1989 and recorded 3/13/89 as document 89109819 between Greyhound Lines, Inc. and The Board of Trustees of The University of Illinois relating to the construction and operation of a bus terminal.
7. Terms and conditions contained in Right of First Refusal Agreement dated \_\_\_\_\_, 1989 and recorded March 13, 1989 as Document 89109820 between Greyhound Lines, Inc. and The Board of Trustees of the University of Illinois.
8. All tax liens of record as of the date hereof.

## EXHIBIT "B"

(Permitted Encumbrances)

### SITE NO. 46

1. An easement for the purposes stated herein.

In favor of : The City of Chicago

For : The use and occupancy of certain bridge masonry

Recorded : May 19, 1953 Document : 15,621,901

Affects : The West 8 feet of part of Lot 1, Block 98

2. An easement for the purposes stated herein.

In favor of : The City of Chicago

For : Construction and maintenance of a sewer

Recorded : May 19, 1953 Document : 15,621,901

Affects : A Westerly portion of part of Lot 1, Block 98

3. An easement for the purposes stated herein.

For : Construction, maintenance and operation of switch tracks

Recorded : May 19, 1963 Document : 18,798,761, and other documents

Affects : Lots 12 to 15

4. Utilities, if any, in vacated North Branch Water Street.

5. Rights of the United States of America, the State of Illinois, the municipality and the public, in and to that part of the land falling in the bed of the North Branch Canal and North Branch of Chicago River; also rights of the adjoining property owners in and to the free and unobstructed flow of the water thereof.

RECORDED  
10/15/63



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6. Plat of Survey for Greyhound Lines, Inc. by Zarko Sekerez and Associates dated December 28, 1987 shows the following items:
  - a) Encroachment of sign located on the land onto North Halsted Street.
  - b) Encroachment of building located on the land onto North Halsted Street to an extend of 0.37 feet and 0.31 feet.
  - c) 12 inch concrete retaining wall along the West boundary line.
  - d) Metal piling along the Easterly boundary line of the land along the North Branch Canal.
  - e) Metal piling along the South boundary line of the land along the North Branch of the Chicago River.
7. Rights of Southwestern Trailways, Bus Stop Grill and Image Media, Inc., as tenants only.
8. All tax liens of record as of the date hereof.

Property of Cook County Clerk's Office

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