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MORTGAGE, OPEN-END MORTGAGE, DEED OF TRUST
AND SECURITY AGREEMENT

FROM

CHRYSLER REALTY CORPORATION
(for itself and as successor by merger
to the corporations listed on Schedule 3
hereto with respect to those
Mortgaged Properties identified on such Schedule)

TO

CHRYSLER CREDIT CORPORATION

AND TO

DEPT-01 RECORDING \$123.00
T44444 TRAN 9239 12/27/91 15:50:00
#4808 P D *-91-681593
COOK COUNTY RECORDER

STEPHEN E. DAWSON, AS TRUSTEE IN THE STATES OF
CALIFORNIA, NORTH CAROLINA AND TEXAS,
THE PUBLIC TRUSTEES OF THE COUNTIES OF DENVER,
ARAPAHOE, ADAMS AND EL PASO, STATE OF COLORADO,
MICHAEL L. HELL, AS TRUSTEE IN THE STATE OF MISSOURI,
THOMAS F. WELLS, AS TRUSTEE IN THE STATE OF TENNESSEE,
ANTHONY P. SCHEMBRI, AS TRUSTEE IN THE STATE OF VIRGINIA,
AND FIRST AMERICAN TITLE INSURANCE COMPANY,
AS TRUSTEE IN THE STATES OF
MISSISSIPPI, NEBRASKA, NEVADA AND WASHINGTON

This Instrument Was Prepared By And When
Recorded Should Be Returned To:

Stephen E. Dawson, Esq.
Dickinson, Wright, Moon
Van Dusen & Freeman
525 North Woodward Avenue
P.O. Box 509
Bloomfield Hills, Michigan 48303-0509



Dated as of September 30, 1991

Cook County, Illinois

First American Title (front) \$1,000

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122.00
Mail

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TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Payment of Mortgage Indebtedness; Performance of Agreements.....	5
2. Covenants of Title.....	5
3. Payment of Taxes, Assessment and Charges.....	6
4. Reserves for Taxes and Insurance Premiums....	6
5. Payment of Other Obligations.....	7
6. Maintenance and Repair; Inspection.....	7
7. Hazardous Materials.....	7
8. Insurance.....	10
9. Eminent Domain.....	11
10. Waste.....	12
11. Reimbursement of Advances by Mortgagee.....	12
12. Change in Taxes.....	13
13. Events of Default.....	13
14. Remedies upon Default.....	14
15. Authorization to Execute Instruments, etc....	16
16. Permitted Contests.....	16
17. Warranties Respecting Personal Property.....	17
18. Security Interest.....	17
19. Assignment of Leases and Rents.....	18
20. No Other Liens.....	18
21. No Sale.....	18
22. Severability.....	18
23. Waiver.....	19
24. Marshalling.....	19
25. Notice and Hearing on Foreclosure.....	19
26. Direction of Action by the Lender.....	19
27. The Trustees.....	19
28. Further Instruments.....	20
29. Notices.....	20
30. Governing Law; Binding Effect.....	21
31. Definitions.....	21
32. Headings.....	23
33. Supplemental Provisions.....	23
34. Trustee's Acceptance.....	23
35. Defeasance.....	23
36. Loan Agreement.....	23

SCHEDULES

- Schedule 1: List of All Properties and Leases
- Schedule 2: Supplemental State Provisions
- Schedule 3: List of Corporate Predecessors

EXHIBITS

- Exhibit A: Description of Property Located in State

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statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for 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 Mortgaged Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (i) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure; (ii) the deficiency in case of a sale and deficiency.

3. The following shall be added as subsections 14(f), (g), (h), (i) and (j):

(f) Borrower acknowledges that the Mortgaged Premises do not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law, as amended from time to time (the "Act") or residential real estate as defined in Section 15-1219 of the Act. Borrower hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the Act.

(g) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the

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provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights or remedies that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.

(h) At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Lender in connection with the loan to be secured hereby. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure; provided, however, that in no event shall the total amount of loan proceeds disbursed plus such additional amounts exceed one hundred and fifty percent (150%) of the face amount of the Note.

(i) In any case in which under the provisions of this Mortgage, Lender has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the Lien hereof or before or after sale thereunder; forthwith, upon demand of

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Lender, Borrower shall surrender to Lender and Lender shall be entitled to take actual possession of the Mortgaged Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Lender in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Mortgaged Premises, together with all documents, books, records, papers and accounts of Borrower or then owner of the Mortgaged Premises relating thereto, and may exclude Borrower, its agents or servants, wholly therefrom and may as attorney in fact or agent of Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power and to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all

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persons whose interests in the Mortgaged Premises are subject to the Lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Premises as to it may seem judicious; (v) to insure and reinsure the same and all risks incidental to Lender's possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Borrower shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Borrower shall reimburse Lender therefor immediately upon demand. Nothing contained herein shall modify, limit or alter any like provisions contained in the Assignment of

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Leases and Rents of even date herewith executed by Borrower.

(j) Lender, in the exercise of the rights and powers hereinabove conferred upon it shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Premises to the payment of or on account of the following, in such order as Lender may determine:

(i) to the payment of the operating expenses of said Mortgaged Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Lender and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Premises; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;

(iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Premises, including the cost from time to time of installing or replacing personal property such as appliances therein, and of placing the Mortgaged Premises in such condition as will, in the judgement of Lender, make it readily rentable; and

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

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4. No action for the enforcement of the lien or of any provision hereof shall be subject to any equitable defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

5. Borrower represents that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 et seq. of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph, and is an exempted transaction under the Truth-In Lending Act, 15 U.S.C. Sec. 1601. et seq.

5. Subject to the terms of the Loan Agreement, the principal amount of the Note secured hereby may be borrowed, repaid and reborrowed by Borrower. A portion of the indebtedness secured hereby may increase or decrease from time to time. Notwithstanding any other term or provision of this Mortgage, this Mortgage shall remain in full force and effect even though at any time no principal amount may be outstanding under the Note secured hereby and shall secure all subsequent advances. This Mortgage shall terminate only upon the payment in full of all of the indebtedness, obligations and liabilities of Borrower secured hereby and the termination in full of the credit facilities made available to Borrower by Lender.

7. This Mortgage is intended to be a financing statement within the purview of Section 9-402(b) of the Illinois Uniform Commercial Code with respect to those items of equipment, goods or inventory which are fixtures on the Mortgaged Premises. The addresses of the Borrower (Debtor) and Lender (Secured Party) are hereinafter set forth:

Address of Lender: Chrysler Credit Corporation
27777 Franklin Road
Southfield, Michigan 48034

Address of Borrower: Chrysler Realty Corporation
1450 West Long Lake Road
Suite 280
Troy, Michigan 48098

This Mortgage is to be filed for record with the Recorder of Deeds of the county where the Mortgaged Premises are located. Borrower is the record owner of the Mortgaged Premises.

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SCHEDULE 3

PREDECESSOR CONTRIBUTION	PROJECT NO.	NAME	ADDRESS	CITY	STATE
ARMO IX, INC.	6132	HAYWARD C/P	26601 MISSION BLVD	HAYWARD	CA
ARMO X, INC.	6217	LENEZA DODGE, INC.	8385 HERCULES	LA MESA	CA
ARMO XI, INC.	6423	PASADENA C/P	2985 E. CALIFORNIA BLVD.	PASADENA	CA
ARMO XII, INC.	6286	SAN RAFAEL CHRISTLER/DODGE	1075 FRANKLIN BLVD.	SAN RAFAEL	CA
ARMO I, INC.	7230	SAN DELLS DODGE	6446 7th BLVD.	JONESBORO	GA
ARMO XIII, INC.	0199	ROCKEAD C/P, INC.	2176 JEFFERSON RD. N.E.	ATLANTA	GA
ARMO XIV, INC.	7682	CEDAR RAPIDS DODGE, INC.	719 COLLINS RD. N.E.	CEDAR RAPIDS	IA
ARMO XV, INC.	6438	DON PETERSON C/P	2108 W. JEFFERSON	JOLIET	IL
ARMO XVI, INC.	6611	TOMKINSON C/P, INC.	4140 COLUMBIER RD.	FORT WAYNE	IN
ARMO XVII, INC.	6387	OLD BROWN C/P, INC.	9101 METCALF	OVERLAND PARK	KS
ARMO XVIII, INC.	6635	LEXINGTON DODGE, INC.	1660 NEW CIRCLE RD. N.E.	LEXINGTON	NY
ARMO XIX, INC.	6539	DODGE RD LD	5211 Dixie Hwy.	LOUISVILLE	NY
ARMO XX, INC.	6686	NAYERS DODGE, INC.	107 ANDOVER ST.	DANVERS	MA
ARMO V, INC.	6219	NANTWALD C/P, INC.	14100 W. 8 MILE RD.	DAY PARK	MI
ARMO II, INC.	6774	COLUMBIA DODGE, INC.	24211 GRATIOT AVE.	E. DETROIT	MI
ARMO VI, INC.	6774	ROSEVILLE C/P, INC.	28600 GRATIOT AVE.	ROSEVILLE	MI
ARMO III, INC.	6008	COURTESY DODGE, INC.	408 28TH STREET S.E.	GRAND RAPIDS	MI

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PREDECESSOR CORPORATION	PROJECT NO.	PROJECT NAME	ADDRESS	CITY	STATE
ABKO VII, INC.	6602	BIRMINGHAM C/P, INC.	2100 W. MAPLE AVE.	TROY	MI
ABKO IV, INC.	6655	DARLAND DODGE, INC.	101 W. 14 TH ST. ROAD	MADISON HEIGHTS	MI
ABKO XXII, INC.	6682	SOUTHFIELD DODGE, INC.	24625 I. N. WILE ROAD	SOUTHFIELD	MI
ABKO XXI, INC.	6038	WESTBORN C/P, INC.	2330 S. CHICAGO	DEARBORN	MI
ABKO XXIII, INC.	6304	VAN DYKE DODGE, INC.	1700 VAN DYKE	WARREN	MI
ABKO XIV, INC.	6368	WHITE BEAR DODGE, INC.	4430 HIGHWAY 61	ST. PAUL	MI
ABKO XXIV, INC.	6166	BROOKDALE RTG, INC.	9121 BROOKLYN BLVD.	BROOKLYN CENTER	MN
ABKO XXVI, INC.	6514	MARSHEN DODGE, INC.	6402 L. STREET	OMAHA	NE
ABKO XXVIII, INC.	6287	SOMERVILLE DODGE, INC.	S. U.S. RTE. 22	SOMERVILLE	NJ
ABKO XXVIII, INC.	7194	ATLANTIC C/P, INC.	TYLTON RD. & HINCKSTON A	TOWNSHIP OF EGG HARBOR	NJ
ABKO VIII, INC.	7300	APENA L. DODGE, INC.	924 SHILOH SPRING RD.	DAYTON	OH
ABKO XIX, INC.	6340	CHR. S. COUNTY C/P, INC.	8836 COLUMBIAN AVE.	CINCINNATI	OH
ABKO XXIX, INC.	6637	DE LUCA C/P, INC.	18180 ROCKSIDE RD.	BEEFORD	OH
ABKO XXXI, INC.	6931	EUCIID C/P, INC.	20941 EUCIID AVE.	EUCIID	OH
ABKO XXXII, INC.	6981	BEAVENTON DODGE, INC.	8600 S.W. CANTON ROAD	BEAVENTON	OR
ABKO XXXIII, INC.	7191	TOWN NORTH C/P OF	8488 NORTH FREEWAY	HOUSTON	TX
ABKO XXXIV, INC.	0246	FAIRFAX C/P WORLD, INC.	10830 LEE HWY.	FAIRFAX	VA

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PREDECESSOR CORPORATION: KOCH PROPERTIES, INC.

<u>PROJECT NO.</u>	<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
7178	Sportlight Dodge	Phoenix	AZ
6486	Pete Ellis Dodge	Sunnyvale	CA
6175	Jim Carlin Dodge	Colorado Springs	CO
6367	Front Range Auto	North Glen	CO
6532	Griffith C/P	North Glen	CO
7058	Monarch Dodge	Lauderdale	FL
6884	Massey Yardley C/P	Plantation	FL
6270	Dodge City	St. Peters	FL
7604	Columbia Dodge	Columbus	GA
7571	Macon C/P	Macon	GA
6741	Town & Country Dodge	Chicago Heights	IL
6718	Key Dodge Sales	Harvey	LA
6461	Clearview Dodge	Metairie	LA
6384	Northwestern Dodge	Ferndale	MI
7502	Taylor C/P	Taylor	MI
6413	Teterboro C/P	Little Fer	NJ
6578	Swift C/P	Reno	NV
6393	Westland C/P	Columbus	OH
6453	Northland Dodge	Columbus	OH
6520	Spitzer Management	Parma	OH
6023	Gleason & Seymour	Whitehall	OH
6353	Teague Motor Co.	Salem	OR
9117	Monroeville C/P	Monroeville	PA
7568	Dodge Country	Memphis	TN
6744	Rio Dodge	Austin	TX
7435	Summers Chry-Dodge	Dallas	TX
6651	Smith-Neilson	El Paso	TX
7593	Greenspoint Dodge	Houston	TX
6563	Gulf Coast Dodge	Houston	TX
9156	North Star Dodge	San Antonio	TX
7168	Phillips C/P	Waco	TX

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PREDECESSOR CORPORATION: AMERICAN MOTORS REALTY CORPORATION

<u>PROJECT NO.</u>	<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
4010	Moreland Autos	Denver	CO
4043	Pro JE	Thornton	CO
4012	Royal JE	Fern Park	FL
4024	The JE Collection	Miami	FL
4035	Roswell JE	Roswell	GA
4011	Westside JE	Elmhurst	IL
4021	Naperville JE	Lisle	IL
4030	Olympia JE	Olympia Fields	IL
4077	JE of Schaumburg	Schaumburg	IL
4020	West Indy JE	Indianapolis	IN
4019	Eastgate JE	Indianapolis	IN
4034	Parr of Virginia	Rockville	MD
4013	Van Andel & Flikkema Motors	Grand Rapids	MI
4039	Southfield JE	Southfield	MI
4042	Taylor JE	Taylor	MI
4052	Friendly JE	Warren	MI
4047	John Lee JE	Ypsilanti	MI
4008	Brookdale JE	Brooklyn Park	MN
4033	Crawford's Raytown JE	Raytown	MO
4002	Quality JE	Albuquerque	NM
4006	Boulevard JE	Bayside	NY
4050	Kings Plaza JE	Brooklyn	NY
4025	Southland JE	Middleburg Hts.	OH
4044	Southwyck JE	Toledo	OH
4015	Gresham Dodge	Gresham	OR
4016	Crown JE	Houston	TX

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Page 4 of Schedule 3

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EXHIBIT A

Lot 1 in Grand Spaulding Dodge Resubdivision, recorded January 31, 1980, as Document #25344703, being a Resubdivision of Lot 1 in Grand Spaulding Dodge Subdivision, recorded December 17, 1976, as Document #23752075, being a Subdivision of part of the West half of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No. 03-08-101-020

Property Location:
925 W. Dundee Road
Buffalo Grove, IL 60089

Allocable Portion of Mortgaged Indebtedness: \$2,700,000

Property of Cook County Clerk's Office

Buffalo Grove, IL
#2112

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Page 1 of Exhibit A

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PARCEL 1:

Lots 1, 2, 3, 4, 5, 6, and 7 (except that part of said Lots lying East of a line 50 feet West of and parallel with the East line of Section 1) in H.H. Birkemeier's Subdivision of the North 3-1/2 acres of the South Half of the East Half of the East Half of the Northeast Quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

TORRENS: PREMISES IN QUESTION IS REGISTERED UNDER "AN ACT CONCERNING LAND TITLES". (AFFECTS PARCEL 1 ABOVE ONLY)

PARCEL 2:

Lots 1 and 2, in the Subdivision of the South 1 acre of the North 4 - 1/2 acres of the South Half of the East Half of the East Half of the Northeast Quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 1, 2, 3, 4, and 5, except that part of said Lots taken for widening Western Avenue, in Granville-Glenlake Subdivision of the South 2 acres of the North 6 - 1/2 acres of the South Half of the East Half of the Northeast Quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, except that part of said Lots taken for widening Western Avenue, in Block 1 in T.J. Grady's Third Green Briar Addition to North Edgewater in the Southeast Quarter of the Northeast Quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

TRACT "A": Lot 3 (except the West 30 feet thereof) and (except that part lying South of a line 67 feet North of and parallel with the South line of the Northeast 1/4 of Section 6 as conveyed to the City of Chicago by Quit Claim Deed dated December 24, 1930 and recorded January 5, 1931 as Document 10820890) in Block 29 in Highridge, a subdivision

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of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

TRACT "B": Lot 2 in Block 29 in Highridge, a subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

TRACT "C": The West 30 feet of Lot 3 (except that part lying South of a line 67 feet North of and parallel with the South line of the Northeast 1/4 of Section 6 as conveyed to the City of Chicago by Quit Claim Deed dated December 24, 1930 and recorded January 5, 1931 as Document 10820890) in Block 29 in Highridge, a subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

The South 50 feet of the North 316 feet of the West Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except the West 50 feet of said Tract heretofore condemned for opening of Western Avenue and also except the East 8 feet thereof dedicated for public use, in Cook County, Illinois.

TORRENS: PREMISES IN QUESTION IS REGISTERED UNDER "AN ACT CONCERNING LAND TITLES".

(AFFECTS PARCEL 6 ABOVE ONLY)

PARCEL 7:

The South 100.00 feet of the North 266.00 feet of the West Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian (excepting from said tract that part thereof lying West of a line 50.00 feet East

Chicago, IL
#2094

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of and parallel with the West line of Section 6 and except the East 8 feet thereof), in Cook County, Illinois.

TORRENS: PREMISES IN QUESTION IS REGISTERED UNDER "AN ACT CONCERNING LAND TITLES".

(AFFECTS PARCEL 7 ABOVE ONLY)

Parcel No. 13-01-223-026
Parcel No. 13-01-223-027
Parcel No. 13-01-223-028
Parcel No. 13-01-223-032
Parcel No. 13-01-223-034
Parcel No. 14-06-225-007
Parcel No. 14-06-225-009
Parcel No. 14-06-225-010
Parcel No. 13-01-223-018
Parcel No. 13-01-223-019
Parcel No. 13-01-223-020
Parcel No. 13-01-223-021
Parcel No. 13-01-223-022
Parcel No. 13-01-223-023
Parcel No. 13-01-223-024
Parcel No. 13-01-223-025
Parcel No. 4-06-112-002
Parcel No. 14-06-112-003

Allocable Portion of Mortgaged Indebtedness: \$3,811,000

Property location: 616 North Western Ave.
Chicago, IL 60659

Chicago, IL
#2094

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PARCEL 1:

THE NORTH 1.60 FEET OF LOT 31 AND LOTS 32 AND 33 IN BLOCK 48 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47 AND 48 IN BLOCK 48 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 46 IN BLOCK 48 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 16 AND 17 IN BLOCK 1 IN COBE AND MCKINNON'S 67TH STREET AND WESTERN AVENUE, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1912 AS DOCUMENT NO. 5074555, IN COOK COUNTY, ILLINOIS.

Parcel No. 20-19-115-01
Parcel No. 20-19-115-02
Parcel No. 20-19-115-03
Parcel No. 20-19-115-04
Parcel No. 20-19-115-05
Parcel No. 20-19-115-06
Parcel No. 20-19-115-07
Parcel No. 20-19-115-08
Parcel No. 20-19-115-09
Parcel No. 20-19-115-12
Parcel No. 20-19-115-13
Parcel No. 20-19-115-14
Parcel No. 20-19-115-15
Parcel No. 20-19-115-16

Chicago, IL
#2243

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Parcel No. 20-19-115-17
Parcel No. 19-24-223-035
Parcel No. 20-19-115-049

Allocable Portion of Mortgaged Indebtedness: \$656,000

Property Location: 6515 South Western Ave.
Chicago, IL 60636

Property of Cook County Clerk's Office

91681593

Chicago, IL
#2243

Page 6 of Exhibit A

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Parcel One

Lots 13 through 28, both inclusive, in Block 42 in Arthur Dunas Golf Links Subdivision, being a Subdivision on Blocks 34, 35, 42 and 43 in Gales Subdivision of the South East 1/4 of Section 31 and the South West 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Two

Lot 19 (except the West 2 inches thereof) in Block 42 in Arthur Dunas Golf Links Subdivision of Blocks 34, 35, 42 and 43 in Gales Subdivision of the Southeast Quarter of Section 31, with the Southwest Quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Three

Lot 21 and the North 69.72 feet of Lots 22 to 26, inclusive, and the East 16 feet of the South 110 feet of Lot 22 in Block 42 in Arthur Dunas Golf Links Subdivision being a Subdivision of Blocks 34, 35, 42 and 43 in Gales Subdivision of the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No. 13-31-422-030
Parcel No. 13-31-422-033
Parcel No. 13-31-422-034
Parcel No. 13-31-422-035
Parcel No. 13-31-422-036
Parcel No. 13-31-422-037
Parcel No. 13-31-422-038
Parcel No. 13-31-422-039
Parcel No. 13-31-422-040
Parcel NO. 13-31-422-041

Allocable Portion of Mortgaged Indebtedness: \$1,090,000

Property Location: 6500 W. North Avenue
Chicago, IL 60635

Chicago, IL
#6020

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Lots 1 to 24 inclusive in Block 1 in Hinkamp and Company's Columbus Avenue Subdivision being a Subdivision of part of Wabash Addition to Chicago in the South East quarter of the North East quarter of Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

NOTE: The title to the premises in question has been registered under an Act concerning Land Titles known as the Torrens Act.

Affects Lots 19 and 20.

Parcel No. 19-25-223-045

Allocable Portion of Mortgaged Indebtedness: \$1,000,000

Property Location: 7340 South Western Ave.
Chicago, IL 60636

Chicago, IL
#6322

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Page 8 of Exhibit A

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Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Paulenske and Brown's Resubdivision of Lots One (1) to Seven (7) inclusive in Block 5 in John M. Waite's Subdivision of a portion of the Northwest 1/4 of Section 6, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 23 and 24 in Block 4 in Ira Brown's Addition to Norwood Park, a resubdivision of Blocks 2, 3 and 4 of John M. Waite's Subdivision of the West 511.65 feet, North of Rand Road, of Section 6, Township 40 North, Range 13, East of the Third Principal Meridian and the West 511.65 feet of the South 986 feet of Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

also known as

Lots 23 and 24 in Block 4 in J.M. Waite's Subdivision in Ira Brown's Addition to Norwood Park a resubdivision of Blocks 2, 3 and 4, part in the Town of Norwood Park, in Section 6, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 13, 14, 15 and 16 in Paulenske and Brown's Resubdivision of Lots 1, 2, 3, 4, 5, 6 and 7 in Block 5 in John M. Waite's Subdivision of a portion of the Northwest 1/4 of Section 6, Township 40 North, Range 13, East of the Third Principal Meridian, and a portion of the Southwest 1/4 of Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No. 13-06-100-001
Parcel No. 13-06-100-002
Parcel No. 13-06-100-003
Parcel No. 13-06-100-004
Parcel No. 13-06-100-005
Parcel No. 13-06-120-003
Parcel No. 13-06-120-004
Parcel No. 13-06-100-012
Parcel No. 13-06-100-013
Parcel No. 13-06-100-014
Parcel No. 13-06-100-015

Chicago, IL
#7681

Page 9 of Exhibit A

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Property Location:
6333 Northwest Highway
Chicago, IL 60631

Allocable Portion of Mortgaged Indebtedness: \$625,000

Property of Cook County Clerk's Office

Chicago, IL
#7681

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Page 10 of Exhibit A

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The North 343.3 feet of the South 921.70 feet of the West 881.86 feet (except the south 77 feet of the East 130 feet thereof and except the West 50 feet thereof taken for Western Avenue) of the South West 1/4 of the North West 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No. 32-19-101-015
Parcel No. 32-19-101-016

Property Location:
20937 South Western Avenue
Chicago Heights, IL 60411

Allocable Portion of Mortgaged Indebtedness: \$1,150,000

Property of Cook County Clerk's Office

Chicago Heights, IL
#6741

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Page 11 of Exhibit A

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That part of Lot "A" in Benjamin Consolidation of part of the North West 1/4 of Section 17 and part of the East 1/2 of the North East 1/4 of Section 18, Township 41 North, Range 12 East of the third principal meridian according to the plat thereof recorded April 7, 1922 as Document Number 7455426 bounded and described as follows:

Commencing at the North West corner of said Lot "A" said point also being the intersection of the west line of the East 1/2 of the North East 1/4 of Section 18, Township 41 North, Range 12 East of the third principal meridian and the centerline of Seegers Road thence North 70 degrees 31 minutes East along the centerline Seegers Road also being the Northerly line of said Lot "A" 623.08 feet to the point of beginning of the herein described tract thence continuing North 70 degrees 31 minutes East along the last described line 367.22 feet to a point said point being 414.14 feet South 70 degrees 31 minutes West of the intersection of the centerline of Seegers Road and the East line of said Section 18, thence South 19 degrees 29 minutes East 33 feet; thence South 2 degrees 40 minutes East 245.35 feet; thence South 87 degrees 02 minutes West 358.71 feet; thence North 0 degrees 15 minutes 14 seconds East 141.18 feet; thence North 19 degrees 22 minutes West 33.0 feet to the point of beginning in Cook County, Illinois, excepting therefrom all building and improvements of every kind and description and the appurtenances thereto located upon said real estate.

And to said Grantor does hereby reserve unto itself, its successors, assigns and lessees as an easement appurtenant to that part of the aforesaid Lot "A" now owned by Grantor and not conveyed hereunder, and the above conveyance is subject to, the following:

A 30 foot wide perpetual driveway easement for ingress and egress on, over and across the above described parcel to and from Seegers Road or any future public or private roadway North of and adjacent to the parcel herein conveyed and any parking lot now or hereafter located on the part of said Lot "A" now owned by Grantor and not conveyed hereunder, which perpetual driveway easement shall be located and maintained by Grantee, its successors, assigns and lessees to the reasonable satisfaction of the Grantor and its successors, assigns and lessees (provided, however, that Grantee shall not be required to relocate the present easement), the centerline of the present location of said 30 foot wide perpetual driveway easement being described as follows:

Des Plaines, Ill.
#6145

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Commencing at a point on the Southerly line of Seegers Road, 21.0 feet Easterly of the intersection of the Southerly line of Seegers Road and the West line of the above described parcel, and running; thence South Easterly in a straight line to a point 45 feet Easterly of Southwest corner of the above described parcel.

The premises shall also include the property described as follows:

That part of Lot "A" in Benjamin Consolidation of part of the Northwest 1/4 of Section 17 and part of the East 1/2 of the Northeast 1/4 of Section 18, Township 41 North, Range 12 East of the 3rd Principal Meridian, according to the plat thereof recorded April 7, 1922 as document number 7455426, bounded and described as follows: Commencing at the Southwest corner of said Lot "A", said point being the intersection of the West line of the East 1/2 of the Northeast 1/4 of the aforesaid Section 18 with the Northeasterly line of the Chicago and Northwestern Railway right of way; thence South 58 deg. 57' 00" East along the Southeasterly line of Lot "A", being also the Northeasterly line of said Railroad right of way a distance of 510.16 feet; thence North 31 deg. 03' 00" East a distance of 310.0 feet; thence North 00 deg. 15' 14" East a distance of 295.34 feet; thence North 19 deg. 29' 00" West a distance of 33.0 feet to a point on the Northwesterly line of said Lot "A", being also the center line of Seegers Road; thence South 70 deg. 31' 00" West along the Northwesterly line of said Lot "A" a distance of 633.0 feet to a point on the West line of the East 1/2 of the Northeast 1/4 of Section 18, as aforesaid; thence South 00 deg. 04' 00" East along said line a distance of 121.08 feet to the place of beginning, Cook County, Illinois.

Parcel No. 09-18-215-005
Parcel No. 09-18-215-002

Property Location:
622 E. Northwest Highway
Des Plaines, IL

Allocable Portion of Mortgaged Indebtedness: \$1,400,000

Des Plaines, IL
#6145

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LOTS 2, 3 AND 4 IN HOWLAND SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel No. 06-18-400-051
Parcel No. 06-18-400-052
Parcel No. 06-18-400-053

Property Location:
1010 E. Chicago Avenue
Elgin, IL 60120

Allocable Portion of Mortgaged Indebtedness: \$1,205,000

Property of Cook County Clerk's Office

Elgin, IL
#7302

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Page 14 of Exhibit A

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State of Illinois, County of Cook:

Parcel 1:

Lots 1 to 13 and 19 thru 32 inclusive in Block 3 in Torrence Bernice Addition being a subdivision of the South West 1/4 of the North West 1/4 (except the East 16 rods thereof and except the South 264 feet of the West 165 feet of the East 429 feet of the South West 1/4 of the North West 1/4 aforesaid also excepting all that part if any falling within the South 16 rods of the West 10 rods of the east 26 rods of the North 80 rods) in Section 30, Township 36 North, Range 15 East of the Third Principal Meridian,

Also

Parcel 2:

All of the North and South vacated alley between Lots 1 to 18 both inclusive and Lots 19 to 32 both inclusive in Block 3 in Torrence Bernice Addition aforesaid

Also

Parcel 3:

All of vacated Glen Oak Avenue lying between blocks 2 and 3 in Torrence Bernice Addition aforesaid, in Cook County, Illinois.

Parcel No. 30-30-102-034

Allocable Portion of Mortgaged Indebtedness: \$1,400,000

Property Location: 1/225 Torrance Ave.
Lansing, IL 60438

Lansing, IL
60438

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PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 4 SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF NORTH AVENUE, BEING 97.6 FEET SOUTH OF THE NORTH LINE AND 745.0 FEET WEST OF THE EAST LINE OF SECTION 4 AFORESAID; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF NORTH AVENUE, ROUTE 64 (AS DEDICATED BY DOCUMENT NUMBER 1201927) 336.0 FEET TO A POINT 152.114 FEET NORTH OF THE NORTH LINE OF OWNER'S SUBDIVISION OF THE EAST 70 ACRES (EXCEPT THE NORTH 15 ACRES AND EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR STREET) OF THE NORTH EAST 1/4 OF SECTION 4 AFORESAID; THENCE SOUTH 89 DEGREES, 45 MINUTES, 57 SECONDS WEST 396.45 FEET TO A POINT IN THE WESTERLY LINE OF A TRACT CONVEYED BY C. HAUSSERMAN COMPANY TO THE INDIANA HARBOR BELT RAILWAY COMPANY BY DEED RECORDED JULY 8, 1926, AS DOCUMENT 9332022, 150.49 FEET NORTH OF THE NORTH LINE OF OWNER'S SUBDIVISION AFORESAID; THENCE NORTH 00 DEGREES, 12 MINUTES, 47 SECONDS EAST ALONG SAID DESCRIBED LINE FOR A DISTANCE OF 205.904 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY RIGHT OF WAY, AS CONVEYED BY C. HAUSSERMAN COMPANY TO THE INDIANA HARBOR BELT RAILROAD COMPANY BY DOCUMENT 7224882; THENCE NORTH 25 DEGREES, 10 MINUTES, 27 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY FOR A DISTANCE OF 145.46 FEET (DEED) (145.54 FEET MEASURED) TO THE SOUTH LINE OF NORTH AVENUE, AFORESAID; THENCE EAST ON SAID SOUTH LINE OF NORTH AVENUE 333.78 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Parcel No. 15-04-204-031

Allocable Portion of Mortgaged Indebtedness: \$1,500,000

Property Location: 2600 West North Avenue
Melrose, IL 60160

Melrose Park, IL
#2258

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9-1-6-8-1-5-9-3

Premises situated in the County of Cook, State of Illinois, described as:

A tract of land consisting of part of Lot 2 in Block 10 together with a part of Out Lot A, all in Athenia Park; (being a subdivision in the Northeast 1/4 of Section 24, Township 35 North, Range 13 East of the 3rd Principal Meridian according to the plat of said subdivision recorded in the Recorder's Office of Cook County, Illinois on October 23, 1956, as Document #16734380); said tract of land being bounded and described as follows:

Commencing at the Southeast corner of said Lot 2 in Block 10 in the Athenia Park (said Southeast lot corner being 460 feet West from the East line and 50 feet North from the South line of said Northeast 1/4 of Section 24); and running thence North 89 degrees 50 minutes 45 seconds West along a South line of said Lot 2 (said South lot line being a line 50 feet North from and parallel with the South line of said Northeast 1/4 of Section 24), a distance of 30.0 feet to the point of beginning to the land described; thence continuing North 89 degrees 50 minutes 45 seconds West along said line a distance of 340.0 feet to the Southwest corner of said Lot 2; thence North 0 degrees 02 minutes 30 seconds West along the West line of said Lot 2 and along a Northward extension of said West lot line, a distance of 558.57 feet to a point; thence South 89 degrees 50 minutes 45 seconds East, a distance of 30.0 feet to a point in a line 30.0 feet West of and parallel with the East line of Lot 2 aforesaid; thence South 0 degrees 02 minutes 30 seconds East along said parallel line 558.57 feet to the point of beginning, in Cook County, Illinois;

Parcel No. 31-34-207-330

Allocable Portion of Mortgage Indebtedness: \$1,100,000

Property Location: 2501 Lincoln Highway
Olympia Fields, IL 60461

Olympia Fields, IL
#4030

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The East 307 ft. of Lot 1 in Block 10 and that part of outlot "A" described as follows: commencing at the NE corner of Lot 1 in Block 10 aforesaid, thence North on a line being the extension North of the East line of said Lot 1 in Block 10, aforesaid to a point 80 ft. South of the North line of said Outlot "A"; thence West and parallel with and 80 ft. South of the North line of said Outlot "A", a distance of 307 ft.; thence South in a straight line to a point on the North line of said Lot 1 in Block 10, which is 307 ft. West of the NE corner of said Lot 1 in Block 10; thence East on the N. line of said Lot 1 in Block 10, 307 ft. to the point of beginning, all in Athenia Park, being a Subdivision of the NE1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian (excepting the East 22.50 acres of the North 45 acres thereof and also excepting thereof the following described tract: commencing at the SE corner of the above Said 45 acres, thence South along the East line of Said Section 24, 330 ft.; thence West to the West line of the E1/2 of the NE1/4 of said Section, thence North 330 ft. to the South line of the said 45 acres; thence East along the said South line to the place of beginning, all in Cook County, Illinois.

Parcel No. 31-24-207-033

Allocable Portion of Mortgaged Indebtedness: \$1,300,000

Property Location: 2525 Lincoln Highway
Olympia Fields, IL 60461

Olympia Fields, IL
#6223

Page 18 of Exhibit A

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The East 307 ft. of Lot 1 in Block 10 and that part of outlot "A" described as follows: commencing at the NE corner of Lot 1 in Block 10 aforesaid, thence North on a line being the extension North of the East line of said Lot 1 in Block 10, aforesaid to a point 80 ft. South of the North line of said Outlot "A"; thence West and parallel with and 80 ft. South of the North line of said Outlot "A", a distance of 307 ft.; thence South in a straight line to a point on the North line of said Lot 1 in Block 10, which is 307 ft. West of the NE corner of said Lot 1 in Block 10; thence East on the N. line of said Lot 1 in Block 10, 307 ft. to the point of beginning, all in Athena Park, being a Subdivision of the NE1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian (excepting the East 22.50 acres of the North 45 acres thereof and also excepting thereof the following described tract: commencing at the SE corner of the above said 45 acres, thence South along the East line of said Section 24, 330 ft.; thence West to the West line of the E1/2 of the NE1/4 of said Section, thence North 330 ft. to the South line of the said 45 acres; thence West along the said South line to the place of beginning, all in Cook County, Illinois.

Parcel No. 31-24-207-033

Allocable Portion of Mortgaged Indebtedness: \$1,300,000

Property Location: 2525 Lincoln Highway
Olympia Fields, IL 60461

Olympia Fields, IL
#6223

Page 18 of Exhibit A

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That part of the Southeast Quarter of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, described as follows: Beginning at the intersection of a line 1484.34 feet West of and parallel with the East line of said Southeast Quarter with the Northerly right-of-way line of the Northwest Highway as shown on Plat recorded July 8, 1932, as Doc. #11113034; thence North along said parallel line a distance of 439.57 feet; thence West perpendicular to the last described line a distance of 231.40 feet; thence South parallel with the East line of said Southeast quarter a distance of 98.56 feet to the point of curve of a curved line convex to the Southeast having a radius of 244.50 feet; thence Southerly along said curved line an arc distance of 130.86 feet; thence Southwesterly along a line tangent to the last described curved line a distance of 16.86 feet; thence South parallel with the East line of said Southeast quarter a distance of 39.21 feet to the Northerly right-of-way line of said highway; thence Southeasterly along the Northerly right-of-way line of said highway a distance of 318.77 feet to the point of beginning.

Parcel No. 02 24-400-010

Property Location:
1400 E. Northwest Hwy.
Palatine, IL 60067

Allocable Portion of Mortgaged Indebtedness: \$750,000

Palatine, IL
#9061

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LOT 1 IN T AND C COMMERCIAL UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 10, 1972 AS DOCUMENT NO. 22009294.

Parcel No. 07-09-301-025
Parcel No. 07-09-301-026

Allocable Portion of Mortgaged Indebtedness: \$3,200,000

Property Location: 920 W. Golf Road
Schaumburg, IL 60194

Property of Cook County Clerk's Office

Schaumburg, IL
#4037

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That part of the East 300 Ft. of the Southwest quarter of the Southwest quarter of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian and more particularly described as follows:

Beginning at a point on the East line of the Southwest quarter of the Southwest quarter of said Section 10, 58.90 Ft. North of the South line of said Southwest quarter, which point of beginning is on the North line of Evanston Elgin Road (State Route No. 58); thence North on the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 1226.10 Ft. to a point 1285.0 Ft. North of the Southeast corner of the Southwest quarter of said Section 10; thence West at right angles to the last described line a distance of 300 Ft.; thence South on a line 300 Ft. West of and parallel to the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 1064.68 Ft.; thence East on a line parallel to the North line of the aforesaid Evanston Elgin Road a distance of 12.02 Ft. to a point 288 Ft. West of the East line of the Southwest quarter of the Southwest quarter of said Section 10, thence south on a line 288 Ft. West of and parallel to the East line of the Southwest quarter of the Southwest quarter of said Section 10, a distance of 44.09 Ft.; thence West on a line parallel to the North line of the aforesaid Evanston Elgin Road a distance of 12.02 Ft. to a point 300 Ft. West of the East line of the Southwest quarter of the Southwest quarter of said Section 10; thence South on a line 300 Ft. West of a parallel to the East line of the Southwest quarter of the Southwest quarter of said Section 10; a distance of 136.27 Ft. to the North line of the aforesaid Evanston Elgin Road; thence Easterly on the North line of said Evanston Elgin Road a distance of 300.60 Ft. to the point of beginning.

Excepting therefrom the South 20 Ft. thereof also therefrom that part defined as follows:

Commencing at the Northeast corner of said Parcel, thence Southerly along the Easterly line of said Parcel 517 Ft., thence westerly 300 Ft. to a point on the West line of said Parcel, said point being 498 Ft. Southerly of the Northwest corner; thence Northerly along said Westerly line 498 Ft. to

Schaumburg, IL
#6767

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the Northwest corner of said Parcel, thence East 300 Ft. to the point of beginning, all in Cook County, Illinois.

Parcel No. 07-10-300-026

Property Location:
208 W. Golf Road
Schaumburg, IL 60172

Allocable Portion of Mortgaged Indebtedness: \$1,800,00

Property of Cook County Clerk's Office

Schaumburg, IL
#6767

Page 22 of Exhibit A

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MORTGAGE, OPEN-END MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT

THIS MORTGAGE, OPEN-END MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT (herein called the "Mortgage") made as of this 30th day of September, 1991, by CHRYSLER REALTY CORPORATION, a Delaware corporation (for itself and as successor by merger to the corporations listed on Schedule 3 hereto with respect to those Mortgaged Properties identified on such Schedule), whose address is 1450 West Long Lake Road, Suite 280, Troy, Michigan 48098 (hereinafter called the "Borrower"), to CHRYSLER CREDIT CORPORATION, a Delaware corporation, whose address is 27777 Franklin Road, Southfield, Michigan, 48034 (herein called the "Lender"), and to STEPHEN E. DAWSON, as trustee in the States of California, North Carolina and Texas, having an address at 525 North Woodward Avenue, Suite 2000, Bloomfield Hills, Michigan 48304, THE PUBLIC TRUSTEES OF THE COUNTIES OF DENVER, ARAPAHOE, ADAMS AND EL PASO, STATE OF COLORADO, MICHAEL D. HELT, as trustee in the State of Missouri, having an address c/o Dysart, Taylor, Penner, Lay & Lewandowski, P.C., 4470 Madison Avenue, Kansas City, Missouri, 64111, THOMAS E. WILLS, as trustee in the State of Tennessee, having an address c/o First American Title Insurance Company, 6574 E. Brainerd Road, Chattanooga, Tennessee 37421, ANTHONY P. SCHEMBRI, as trustee in the State of Virginia, having an address c/o First American Title Insurance Company, 12701 Fair Lake Circle, Fairfax Virginia 22033 and FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee in the State of Mississippi, having an address at 405 Briarwood Drive, Suite 106-B, Jackson, Mississippi 39206, as trustee in the State of Nebraska, having an address at 201 West Harney Street, Suite 700, Omaha, Nebraska 68102, as trustee in the State of Nevada, having an address at 2121 Fourth Liberty Street, Box 351, Reno, Nevada 89504, and as trustee in the State of Washington, having an address at 98121 (each such trustee, together with its respective successors as such trustee, herein called the "Trustee"; and the Trustee, together with any additional trustee appointed pursuant to Section 27, herein called the "Trustees"). Any power, authority or right granted to Lender and Trustee hereunder shall be construed to mean (a) only the Lender in those states in which this Mortgage shall be treated as a mortgage, and (b) the Trustee (for a particular state) and the Lender (except to the extent that applicable law requires that such power, right or authority by exercised only by the Trustee) in a state in which this Mortgage shall be treated as a deed of trust.

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Clerk's Office

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WITNESSETH:

WHEREAS, the Borrower is the owner of the interest or interests in the Mortgaged Premises (as defined below) and has applied to the Lender for a loan in the amount of Two Hundred Ninety-Five Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$295,920,000.00);

NOW THEREFORE, to secure (i) the payment of the principal sum of Two Hundred Ninety-Five Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$295,920,000.00), or so much thereof as may be advanced from time to time, together with interest thereon, payable on or before May 31, 1993, in accordance with the terms of a Promissory Note of even date herewith issued by the Borrower and any renewal, extension, reamortization, increase or addition thereto (herein called the "Note"), (ii) the performance of the covenants of the mortgagor under that certain Loan Agreement of even date herewith, (iii) the performance of the covenants herein contained and any monies expended by the Lender in connection therewith, (iv) the payment of all obligations which Borrower now owes or which may hereafter be owing to Lender, including future advances made by the Lender, whether obligatory or made at the sole discretion of the Lender, and performance of all covenants of the Borrower under any other loan documents, agreements or instruments between the Borrower and the Lender given in connection with or related to this Mortgage or the Note (all of the aforesaid indebtedness and obligations of the Borrower being hereinafter called the "Mortgage Indebtedness", and all of the documents, agreements and instruments between the Borrower and the Lender evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being hereinafter collectively called the "Loan Documents"), the Borrower does hereby mortgage and warrant, grant, transfer and assign, bargain, sell, convey and confirm, with power of sale, and grant a security interest in, unto the Lender, and with respect to clauses (A) through (G) (to the extent required by the law of a particular state) the Trustee, in trust, and their successors and assigns:

(A) the lands, premises and property identified on Schedule 1 which is annexed hereto and made a part hereof, and, if located in the state in which this Mortgage is recorded, as more fully described in Exhibit A which is annexed hereto and made a part hereof, which lands, premises and property are hereinafter called the "Mortgaged Premises". For recording purposes, counterparts of this Mortgage will be recorded in each county of the state in which any of the Mortgaged Premises is located, each such

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counterpart will contain in Exhibit A only the description of the Mortgaged Premises located in such county.

(B) all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining to the Mortgaged Premises, including, without limitation, all the Borrower's right, title and interest in and to those easements, rights-of-way, licenses and privileges described in Exhibit A.

(C) all buildings and improvements now or hereafter situated upon the Mortgaged Premises or any part thereof.

(D) all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Borrower, of, in and to the same and of, in and to every part and parcel thereof.

(E) all right, title and interest of the Borrower, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Mortgaged Premises.

(F) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Mortgaged Premises or any part thereof and used or useable in connection with any present or future operation of the Mortgaged Premises or any building or buildings now or hereafter on the Mortgaged Premises and now owned or hereafter acquired by the Borrower (all of which is hereinafter called "equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, any automotive hydraulic lifts, any spray-painting compressors and related equipment, any automated car wash facilities, and all of the right, title and interest of the Borrower in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all equipment is part and parcel of the Mortgaged Premises and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this

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Mortgage, unless the Lender shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby.

(G) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Mortgaged Premises, (d) any other injury to or decrease in the value of the Mortgaged Premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Mortgaged Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment. The Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by the Lender to confirm such assignment to the Lender of any such award or payment.

(H) all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Lender, including that certain Lease by and between Borrower as landlord and each Person identified on Schedule 1 as tenant under Lease dated as set forth on Schedule 1 (hereinafter the "Dealership Lease").

TO HAVE AND TO HOLD the Mortgaged Premises, and each and every part thereof, unto the Lender and the Trustees and their successors and assigns forever. Any reference herein to the "Mortgaged Premises" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described.

WITH POWER OF SALE, upon the terms and conditions herein set forth for the benefit and security of the Loan Documents and for the enforcement of the payment of the principal, premium and interest on the Note in accordance with its terms, and all other sums payable hereunder or under the Note and the performance and observance of the provisions of the Note and the Loan Documents.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Note is to be secured by this Mortgage and that the

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Mortgaged Premises is to be held by Lender and the Trustee upon and subject to the provisions of this Mortgage.

SUBJECT only to Permitted Exceptions.

This Mortgage is (a) a mortgage or deed of trust of real property as set forth on Schedule 2, (b) a security agreement under the Uniform Commercial Code and (c) upon being filed for record in the real property records of each county in the state, a "fixture filing" and financing statement upon such of the items hereinabove described which are or may become fixtures and as to which the Borrower is the debtor and record owner of the land and the Lender is the secured party. Upon the occurrence of an Event of Default, the Trustees and Lender shall, in addition to other rights and remedies granted to them, have all the rights granted to a secured party pursuant to the Uniform Commercial Code.

The capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in Section 31 hereof.

AND, the Borrower does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Borrower shall pay the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Note or any other promissory note or notes at any time hereafter issued to evidence the Mortgage Indebtedness, (b) this Mortgage, and (c) any and all of the Loan Documents, all in the manner herein or therein set forth.

2. Covenants of Title. The Borrower has good and indefeasible title to the entire Mortgaged Premises in fee simple and with good right and full power to grant, the same; the Mortgaged Premises are free and clear of easements, restrictions, liens, leases and encumbrances, except Permitted Exceptions, whether presently existing or which may hereafter be created in accordance with the terms hereof; and the Borrower will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever. The Lender shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the Lien of this Mortgage or otherwise enforce any of the rights of the Lender hereunder or any obligation secured hereby, including without

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limitation, the right to institute appropriate legal proceedings for such purposes.

3. Payment of Taxes, Assessments and Charges. Subject to the provisions of Section 16 hereof, the Borrower shall pay on the applicable dates when due, and before any interest, collection fees or penalties shall accrue, all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the Mortgaged Premises or any part thereof. Should the Borrower fail to pay such taxes, special assessments, water and sewer charges or other governmental charges or impositions, the Lender may, at its option, pay the same for the account of the Borrower and increase the Mortgaged Indebtedness by any such amounts.

4. Reserves for Taxes and Insurance Premiums. If requested by the Lender, the Borrower shall pay to the Lender, on a monthly basis or otherwise at the times specified by Lender and in addition to installments of interest or principal on the Note, installments of the taxes and assessments levied or to be levied upon the Mortgaged Premises, and installments of the premiums that will become due and payable to renew the insurance hereinafter provided, said installments to be substantially equal and to be in such amount as will assure to the Lender that not less than 30 days before the time when such taxes and premiums, respectively, become due, the Borrower will have paid to the Lender a sufficient amount to pay the same in full. Said amounts paid to the Lender hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by the Lender as additional security for the Mortgage Indebtedness and be applied to the payment of said taxes and assessments when the same become due and payable; provided, however, that the Lender shall have no liability for any failure so to apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of the Borrower to pay taxes as above provided. In the event of any default by the Borrower, the Lender may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or toward the payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable.

Upon an assignment of this Mortgage, the Lender shall have the right to pay over the balance of such deposits in its possession to the assignee and the Lender shall thereupon be completely released from all liability with respect to such deposits and the Borrower or owner of the Mortgaged Premises shall look solely to the assignee or

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transferee in reference thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of the Mortgage indebtedness or at any prior time upon the election of the Lender, the balance of the deposits in its possession shall be paid over to the record owner of the Mortgaged Premises and no other party shall have any right or claim thereto in any event. The Borrower agrees, at the Lender's request, to make the aforesaid deposits with such servicer or financial institution as the Lender shall from time to time designate.

5. Payment of Other Obligations. Except for Permitted Exceptions and subject to the provisions of Section 16 hereof, the Borrower shall also pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the Mortgaged Premises for any repairs or improvements that are now completed or are in progress or which may hereafter be made thereon, or for any other goods, services, or utilities furnished to the Mortgaged Premises, and shall not permit any lien, security interest, encumbrance or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Mortgaged Premises or any part thereof, or any improvements thereon.

6. Maintenance and Repair; Inspection. The Borrower will keep the Mortgaged Premises and all the improvements thereon in good order and repair, and the Borrower expressly agrees that it will not do or permit waste on the Mortgaged Premises nor do any other act whereby the Mortgaged Premises will become less valuable or the lien hereof may be impaired. Should the Borrower fail to effect the necessary repairs, the Lender, may at its option, make such repairs for the account of the Borrower. The Lender, and any person authorized by the Lender, shall have the right to enter upon and inspect the Mortgaged Premises at all reasonable times.

7. Hazardous Materials. The Borrower represents, warrants and covenants that, except as disclosed to Lender in writing prior to the date hereof (a) the Borrower has not used Hazardous Materials (as defined below), on, from or affecting the Mortgaged Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, orders, directives or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials ("Environmental Regulations") and, to the best of the Borrower's knowledge, after first making due inquiry, no

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prior owner of the Mortgaged Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Mortgaged Premises in any manner which violates any Environmental Regulations; (b) the Borrower has never received any notice of any violations (and is not aware of any existing violations) of any Environmental Regulations at the Mortgaged Premises and, to the best of the Borrower's knowledge, after first making due inquiry, there have been no actions commenced or threatened by any party for noncompliance with any Environmental Regulations which affect the Mortgaged Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and used in compliance with all applicable Environmental Regulations; (d) the Borrower shall not cause or permit the Mortgaged Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, in compliance with all applicable Environmental Regulations; and (e) the Borrower shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Borrower or any tenant, subcontractor or occupant, a release, spill, leak or emission of Hazardous Materials onto the Mortgaged Premises or onto any other contiguous property.

The Borrower shall conduct and complete all investigations, including environmental audits, studies, sampling, and testing, and including any and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Mortgaged Premises as required by and in accordance with all applicable Environmental Regulations and to the satisfaction of the Lender. If the Borrower fails to conduct and complete any such investigations, the Lender may, at its option, at the expense of the Borrower, conduct and complete such investigations and the cost thereof shall constitute a part of the Mortgage Indebtedness secured by this Mortgage.

Subject to the limitations set forth below, the Borrower shall indemnify, defend, and hold harmless the Lender, its employees, agents, officers and directors, successors and assigns from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Mortgaged Premises or the soil, water, vegetation,

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buildings, personal property, persons or animals on the Mortgaged Premises or any adjacent property; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Mortgaged Premises, (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Mortgaged Premises, and/or (d) any violation of any Environmental Regulations or demands of government authorities, or any policies or requirements of the Lender, which are based upon or in any way related to such Hazardous Materials used on the Mortgaged Premises.

Notwithstanding the foregoing, the Borrower shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Mortgaged Premises subsequent to the date that the Borrower's interest in and possession of the Mortgaged Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure, nor shall the Borrower have any indemnity obligation with respect to any Hazardous Materials introduced to the Mortgaged Premises by the Lender, its successors or assigns.

The Borrower agrees that, in the event this Mortgage is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower shall deliver the Mortgaged Premises to the Lender free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to Environmental Regulations affecting the Mortgaged Premises.

For purposes of this Mortgage, "Hazardous Materials," includes, without limitation, any flammable explosives, radioactive materials, petroleum products or derivatives, asbestos, polychlorinated biphenyls, hazardous materials, hazardous substances, hazardous wastes, toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 USC 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 USC 6901 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, regulation or policy.

The provisions of this Section 7 shall be in addition to any and all other obligations and liabilities the Borrower may have to the Lender under the Loan Documents or applicable law, and shall survive (a) the repayment of

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the Mortgage Indebtedness, (b) the satisfaction of all of the other obligations of the Borrower under this Mortgage or any of the other Loan Documents, (c) the discharge of this Mortgage and (d) the foreclosure of this Mortgage or acceptance by the Lender of a deed in lieu of foreclosure.

The Borrower shall provide to Lender a semi-annual certification, in form and detail satisfactory to Lender, describing the then current status of compliance of the Mortgaged Premises with Environmental Regulations and disclosing the extent of Hazardous Materials on the Mortgaged Premises.

8. Insurance.

(a) The Borrower shall keep the buildings and other improvements on the Mortgaged Premises, or which may hereafter be erected thereon, constantly insured for the benefit of the Lender, with such company or companies as may be acceptable to the Lender until the Mortgage Indebtedness and all interest thereon and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State, in an amount equal to the full replacement cost of the buildings and improvements (exclusive of excavations, foundations and footings) which policies shall be subject to the payment of a deductible not in excess of an amount satisfactory to the Lender. In addition, Borrower shall carry and keep in force with responsible insurers insurance covering the Mortgaged Premises in amounts, determined by Lender, to protect Borrower against (i) liability by reason of death or injury, with work being performed on the Mortgaged Premises; (ii) public liability generally by reason of the death or injury of persons or damage to the property of others; (iii) liability arising under any worker's compensation or similar laws; and (iv) any other risks which may from time to time be requested by Lender to be insured against. Borrower shall maintain such insurance coverage pursuant to the terms of such forms and with such companies as may be satisfactory to the Lender, and shall deliver to the Lender at its principal office aforesaid or at such other place as may be designated by the holder hereof the insurance policies with premiums fully paid and with standard mortgagee clauses or such other mortgagee clauses as may be satisfactory to the Lender attached, and renewals thereof shall likewise be delivered to the Lender at least 15 days before the expiration of any existing policies. In addition, Borrower shall furnish to Lender, whenever requested by Lender and at least annually, a

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statement sworn to by Borrower showing all insurance of such types carried by it, giving the names of the insurers and the face amounts, types and expiration dates of all such policies.

(b) All insurance policies shall include standard loss payable clauses in favor of the Lender and shall provide that the same may not be modified, cancelled or terminated without giving the Lender at least 30 days prior written notice of such cancellation or termination.

(c) Should the Borrower fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, the Lender, at its option, may have such insurance written or renewed and pay the premiums thereon for the account of the Borrower.

(d) In the event of loss or damage, the proceeds of said insurance shall be paid to the Lender alone. No such loss or damage shall itself reduce the Mortgage Indebtedness. The Lender is authorized to adjust and compromise such loss without the consent of the Borrower, to collect, receive and receipt for such proceeds in the name of the Lender and the Borrower, and to endorse the Borrower's name upon any check in payment thereof. In the event of loss or damage, such proceeds shall be applied first toward reimbursement of all costs and expenses of the Lender in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or the Lender at its option may apply said insurance proceeds, or any part thereof, to the repair or rebuilding of the mortgaged Premises. No such application of proceeds by the Lender toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

(e) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Premises shall succeed to all of the rights of the Borrower under said insurance policies payable to the Lender, including said right to unearned premiums and the right to receive any proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

9. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Premises by any public or quasi-public authority or corporation, the Borrower shall continue to pay the

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Mortgage Indebtedness in accordance with the terms of the Note or of any promissory note or notes then evidencing the same, and any reduction in the principal sum resulting from the application by the Lender of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by the Lender of such award. The Borrower hereby assigns the entire proceeds of any award or payment to the Lender. In the event of such taking, such proceeds shall be applied first toward reimbursement of all costs and expenses of the Lender in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or the Lender at its option may apply said proceeds, or any part thereof, to the alteration, restoration or rebuilding of the Mortgaged Premises. No such application of proceeds by the Lender toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

10. Waste. The failure of the Borrower to pay any taxes or assessments assessed against the Mortgaged Premises, or any installment thereof, or any premiums payable with respect to any insurance policy covering the Mortgaged Premises, shall constitute waste.

11. Reimbursement of Advances by Mortgagee. The Borrower shall pay to the Lender, upon demand, all sums expended by the Lender: (a) to pay taxes, assessments, water and sewer charges and other governmental charges and impositions, and insurance premiums, with respect to the Mortgaged Premises; (b) to maintain, repair or improve the Mortgaged Premises, whether expended by the Lender or any receiver appointed at the request of the Lender, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Premises; (c) to defend the Lien of this Mortgage as a lien against the Mortgaged Premises subject only to the Permitted Encumbrances; (d) to discharge any lien or encumbrance affecting the Mortgaged Premises which shall be superior to the Lien of this Mortgage and as to which this Mortgage is not expressly subject and subordinate; (e) to cure any default of the Borrower under any lease or other agreement covering the Mortgaged Premises; (f) to cure any default of the Borrower under any of the Loan Documents; or (g) for or in connection with any other action taken by the Lender to prevent the commission of waste on the Mortgaged Premises or to preserve the security of this Mortgage or any other security for the Mortgage Indebtedness or to protect any of the Lender's rights hereunder. All such expenditures as shall be made by the Lender hereunder or pursuant to any other provision of this Mortgage or the Loan Documents, including any

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reasonable attorneys' fees incurred by the Lender in connection with the foregoing, shall be payable upon demand at the Lender's discretion or shall be added to the Mortgage Indebtedness and be secured by this Mortgage and the Loan Documents and shall bear interest at the default rate set forth in the Note or in any other promissory note or notes now or hereafter evidencing the Mortgage Indebtedness or any portion thereof, including penalty interest, if any.

12. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the state in which this Mortgage is recorded or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of the Lender in the Mortgaged Premises, the Borrower shall pay such tax at the time and in the manner required by applicable law and the Borrower shall hold the Lender harmless and shall indemnify the Lender against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the state in which this Mortgage is recorded deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Note, the holder of this Mortgage shall have the right to declare the Allocable Portion of the Mortgage Indebtedness to be due and payable on a date to be specified by not less than 30 days written notice to the Borrower, provided, however, that such election shall not be effective if the Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Borrower, prior to such specified date, makes payment of such tax then due and agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Premises, this Mortgage or the Note.

13. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall without further notice constitute an event of default hereunder and shall entitle the Lender to exercise its remedies hereunder or as otherwise provided by law.

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14. Remedies upon Default. (a) Immediately upon the occurrence of an event of default hereunder, the Lender or the Trustees at the direction of the Lender shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Mortgage or any of the Loan Documents or provided by law, and are hereby authorized and empowered by the Borrower, to do any or all of the following:

(i) Declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by the Borrower to the Lender pursuant to any of the Loan Documents (if not then due and payable), immediately due and payable and, at the Lender's option, (A) to bring suit therefor, or (F) to bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (C) to take any and all steps and institute any and all other proceedings that the Lender deems necessary to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the Lien of this Mortgage;

(ii) Commence foreclosure proceedings against the Mortgaged Premises through judicial proceedings or by advertisement, at the option of the Lender, pursuant to the statutes in such case made and provided, and to sell the Mortgaged Premises and the right of redemption thereof or to cause the same to be sold at one or more private or public sales, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of the Lender, and at such times and places and upon such terms as may be specified in the notice or notices of sale to be given to Borrower or published or as may be required by law, such power of sale not to be exhausted by any one or more such sales as to any Mortgaged Premises or part thereof, but to continue unimpaired until all of the Mortgaged Premises shall have been sold or the Note and all other Mortgage Indebtedness shall have been paid. In addition, as to each Mortgaged Premises, Lender and the Trustees shall have the statutory power of sale, if any, as may be provided by the law of the state in which such Mortgaged Premises is located. As to each Mortgaged Premises, this Mortgage is made upon the statutory conditions provided for by the laws of the state in which such Mortgaged Premises is located.

(iii) Cause to be brought down to date an abstract or abstracts and tax histories of the Mortgaged Premises, procure title insurance or title reports or, if necessary, procure new abstracts and tax histories;

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(iv) Obtain a receiver to manage the Mortgaged Premises and collect the rents, profits and income therefrom;

(v) In the event of any sale of the Mortgaged Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the order following to: (A) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees, or such attorneys' fees as are permitted by law; (B) all sums expended or incurred by the Lender directly or indirectly in carrying out the terms, covenants and agreements of the note or notes evidencing the Mortgage Indebtedness, of this Mortgage and of the Loan Documents, together with interest thereon as therein provided; (C) all accrued and unpaid interest upon the Mortgage Indebtedness; (D) the unpaid principal amount of the Mortgage Indebtedness; and (E) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to the Borrower.

(b) In addition to the remedies enumerated in subsection (a) above, the Lender or Trustees shall have in addition to and not in lieu of or substitution of all other rights and remedies provided in this Mortgage, all other rights and remedies provided to Lender under the Loan Documents given by Borrower to Lender and under applicable law.

(c) Upon the sale of the Mortgaged Premises or any part thereof or any interest therein, whether pursuant to foreclosure, power of sale or otherwise, the purchaser shall acquire good title thereto, free of the lien of this Mortgage and free of all rights of redemption, whether statutory, equitable or otherwise, in the Borrower to the extent permitted by applicable law. The receipt of the officer making the sale under judicial proceedings or of the Trustee or Lender shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.

(d) The Lender may be purchaser of the Mortgaged Premises or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure, power of sale or otherwise, and may apply the Mortgage Indebtedness to the purchase price. The sale of the Mortgaged Premises or any part thereof or any interest therein, whether pursuant to foreclosure, power of sale or otherwise under this Mortgage, shall forever bar any claim with respect thereto by the Borrower.

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(e) The Borrower hereby waives, to the full extent it may lawfully do so, the benefit of all appraisal, valuation, stay, moratorium, statute of limitations, exemption from execution, extension and redemption laws now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Premises or any part thereof or any interest therein. The Borrower also hereby waives all errors, defects and imperfections in any proceeding instituted by the Trustee or the Lender under this Mortgage.

15. Authorization to Execute Instruments, etc.
The Borrower irrevocably appoints the Trustee and the Lender, severally, as its true and lawful attorneys, which appointments are coupled with an interest and are irrevocable, in the Borrower's name and stead and on its behalf, for the purpose of (a) executing on behalf of the Borrower and filing continuation statements and any necessary amendments to all financing statements naming the Trustee or Lender as the secured party filed under any applicable Uniform Commercial Code, and (b) effectuating any sale, assignment, transfer or delivery of the Mortgaged Premises or any part thereof or any interest therein for the enforcement of this Mortgage whether pursuant to foreclosure, power of sale or otherwise, the Borrower hereby ratifying and confirming all that such attorneys or any substitutes shall lawfully do by virtue hereof. If so requested by the Lender, the Borrower shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to the Lender or other purchaser, all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

16. Permitted Contests. The Borrower shall not be required to pay, discharge or remove any lien or encumbrance or the taxes or assessments referenced in Section 3 hereof so long as the Borrower shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the taxes, assessments or liens so contested and the sale of the Mortgaged Premises, or any part thereof, to satisfy the same, provided that the Borrower, prior to the date such taxes, assessments or lien are due and payable, shall have given such reasonable security as may be required by the Lender to insure such payments plus interest or penalties thereon and to prevent any sale or forfeiture of the Mortgaged Premises by reason of such non-payment. Any such contest shall be prosecuted with due diligence and the Borrower shall promptly after final determination thereof, pay the amount of any such taxes, assessments or liens so determined, together with all interest and penalties which

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may be payable in connection therewith. Notwithstanding the foregoing, the Borrower shall, and the Lender may, but shall not be required to, pay any such taxes, assessments, or lien notwithstanding such contest if in the reasonable opinion of the Lender, the Mortgaged Premises shall be in jeopardy or in danger of being forfeited or foreclosed. Any such payments shall be for the account of the Borrower and shall be added to the Mortgage Indebtedness.

17. Warranties Respecting Personal Property.

Except for equipment owned or purchased by any tenants of any part or parts of the Mortgaged Premises, the Borrower warrants that the Borrower owns all equipment and other personal property described in this Mortgage free and clear of any and all liens and security interests except for the ~~lien~~ and security interest granted by this Mortgage. The Borrower further warrants that, as to equipment and other personal property hereafter acquired, the Borrower will own all such equipment and other personal property at the time it is brought on the Mortgaged Premises and thereafter free and clear of any and all liens and security interests except for the ~~lien~~ and security interest granted by this Mortgage and by any other security instrument or agreement executed by Borrower and delivered to the Lender in connection with the Mortgage Indebtedness.

18. Security Interest.

The Borrower hereby grants a security interest to the Lender pursuant to the Uniform Commercial Code in any equipment and other personal property covered hereby. The Borrower agrees, upon request of the Lender, to furnish an inventory of personal property owned by the Borrower and subject to this Mortgage and, upon request by the Lender, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of personal property. Upon the occurrence of an event of default hereunder, the Lender shall have all of the rights and remedies provided by this Mortgage, the Loan Documents or otherwise provided by law, including but not limited to the right to require the Borrower to assemble such personal property and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Lender sends such notice to the Borrower at least 5 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any of such personal property

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may be applied by the Lender first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and then to payment of the Mortgage Indebtedness.

19. Assignment of Leases and Rents. As of the date of this Mortgage, as security in addition to the property described in this Mortgage, the Borrower hereby assigns to the Lender all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the Mortgaged Premises, or any part thereof (but without an assumption by the Lender of liabilities of the Borrower under any such leases by virtue of this assignment), including the Dealership Lease and the Borrower hereby assigns to the Lender the rents, issues and profits of the Mortgaged Premises. If an event of default contained in this Mortgage occurs, the Lender may receive and collect said rents, issues and profits personally or through a receiver so long as any such event of default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and the Borrower agrees to consent to a receiver if this is believed necessary or desirable by the Lender to enforce its rights under this Section. Unless and until such an event of default shall occur, Borrower may receive and collect such rents, issues and profits. The collection of rents by the Lender shall in no way waive the right of the Lender to foreclose this Mortgage in the event of any said event of default.

20. No Other Liens. The Borrower shall not consent or agree to any other mortgage, security interest or sale and leaseback transaction upon or affecting the Mortgaged Premises, or any part thereof, except as granted in this Mortgage and any other lien or security interest granted to the Lender.

21. No Sale. The Borrower shall not sell, assign, convey or otherwise transfer its interest in any or all of the Mortgaged Premises without the prior written consent of the Lender, which consent may be withheld by Lender in the exercise of its sole and unfettered discretion.

22. Severability. If any clause or provision hereof is in conflict with any statute or rule of law of the State or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

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23. Waiver. No waiver by the Lender of any right or remedy granted hereunder or failure to insist on strict performance by the Borrower hereunder shall affect or extend to or act as a waiver of any other right or remedy of the Lender hereunder, nor affect the subsequent exercise of the same right or remedy by the Lender for any further or subsequent default by the Borrower hereunder, and all such rights and remedies of the Lender hereunder are cumulative.

24. Marshalling. The Borrower hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Lender of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require the Lender to pursue its remedies against any other such assets.

25. Notice and Hearing on Foreclosure. The Borrower hereby waives all rights to a hearing prior to sale in connection with any foreclosure of this Mortgage by advertisement and all notice requirements except as set forth in the State statutes providing for foreclosure by advertisement.

26. Direction of Action by the Lender. Without limiting the provisions of Section 14 hereof, the Lender shall have the right by an instrument or instruments in writing delivered to the Trustee to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee and Lender hereunder; provided, however, that (i) any foreclosure sale shall be conducted in accordance with applicable law, and (ii) the Trustee shall have the right to decline to follow any such direction if, being advised by counsel, the Trustee shall determine that the action so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action so directed would involve it in personal liability.

27. The Trustee. (a) The Trustee shall not be under any obligation to exercise any trust or power vested in it by this Mortgage unless the Lender shall have offered the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred by it in compliance herewith. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the written directions of the Lender, except for its own bad faith, willful misconduct or negligence. The Trustee shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements of the Borrower herein, and in the absence of written notice from the Borrower or the lender

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stating that an event of default has occurred and specifying the same, the Trustee may conclusively assume that no event of default exists.

(b) The Trustee may consult with counsel and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance therewith.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

(d) Any moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

(e) The Lender may, at any time and from time to time and for any reason, name and appoint a substitute for or successor to the Trustee or an additional Trustee by instrument in writing. The substitute, successor or additional trustee named therein shall thereupon be vested with all the power of the Trustee and such like power of substitution and addition shall continue so long as the indebtedness secured hereby remains unpaid. The necessity of the Trustees herein named, or any successors in trust, making oath or giving bond, is expressly waived.

(f) The Trustee and any successor or additional Trustee may at any time resign from the trust hereby created by giving one hundred twenty (120) days written notice to the Lender, and resignation shall take effect at the end of such one hundred twenty (120) days, or upon the earlier appointment of a successor trustee as aforesaid.

28. Further Instruments. The Borrower shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as the Lender may reasonably require to confirm and protect the Lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of the Lender, whether in writing or otherwise.

29. Notices. Any notice which the Lender may give or is required to give under this Mortgage, shall, if

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mailed, be effective when sent as first class registered mail or certified mail, postage prepaid, addressed:

(a) if to the Borrower:

Chrysler Realty Corporation
1450 West Long Lake Road
Suite 280
Troy, Michigan 48098
Attention: Frank S. Sklarsky

(b) if to the Lender:

Chrysler Credit Corporation
27777 Franklin Road
Southfield, Michigan 48034
Attention: General Counsel

and

Stephen E. Dawson, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
525 North Woodward Avenue
Suite 2000
Bloomfield Hills, Michigan 48304

30. Governing Law; Binding Effect. THIS MORTGAGE, MADE IN THE STATE OF MICHIGAN, SHALL BE CONSTRUED ACCORDING TO THE LAWS THEREOF EXCEPT TO THE EXTENT THAT THE STATE IN WHICH A MORTGAGED PREMISES IS LOCATED REQUIRES THAT ITS LAWS BE APPLIED HERETO, IN WHICH CASE, TO SUCH EXTENT, THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF SUCH STATE and shall be binding upon the Borrower and its successors and assigns and any subsequent owners of the Mortgaged Premises, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of the Lender, its successors and assigns.

31. Definitions. Unless the context otherwise specifies or requires, the following terms have the meanings specified below:

(a) "Allocable Portion of the Mortgage Indebtedness" means, as to any Mortgaged Premises, an amount equal to the amount specified for such Property on Exhibit A hereto.

(b) "Grant" means mortgage and warrant, grant, convey, assign, create a security interest in, bargain, sell, pledge, give, transfer and set over.

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(c) "Lien of this Mortgage" and terms of like import mean the lien or security interest or other interest or charge granted to Lender and the Trustee hereby (including the after-acquired property clauses hereof) or subsequently granted hereunder or pursuant hereto to Lender and the Trustee.

(d) "Permitted Exceptions" as to any Mortgaged Premises means:

(1) Those easements, rights of way, servitudes, other similar reservations, rights, restrictions, liens, encumbrances, adverse claims and other defects and irregularities in the title to such Mortgaged Premises, and zoning laws and use regulations, which do not materially interfere with either (i) the use of such Property as a Chrysler dealership or (ii) a comparable use;

(2) The right reserved to or vested in any municipality or public authority to condemn, appropriate, recapture or designate a purchaser of such Mortgaged Premises;

(3) Any liens for taxes, assessments and other governmental charges and any liens of mechanics, materials and laborers for work or services performed or materials furnished in connection with such Mortgaged Premises, provided that Borrower shall be contesting any such tax, assessment, other governmental charge or lien in accordance with Section 16 hereof, or, with respect to any liens for taxes, assessments or other governmental charges, the same are not yet due and payable;

(4) The rights of lessee under the Dealership Lease;

(5) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by a current accurate survey and inspection of the premises and which do not materially interfere with either (i) the use of such Mortgaged Premises as a Chrysler Dealership or (ii) a comparable use;

(6) The lien hereof and any rights granted hereby; and

(7) If applicable with respect to the Mortgaged Premises, the Assignment of Leases and Rents dated as of even date herewith.

(e) "Trustee", with respect to a Mortgaged Premises in a particular state, or an action to be taken

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with respect to a Mortgaged Premises in a particular state, means the Person identified in the introductory paragraph hereof as the trustee for such state, together with its successors as trustee hereunder for such state.

32. Headings. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

33. Supplemental Provisions. A list of provisions applicable to this Mortgage in the state in which it is being recorded is attached hereto as Schedule 2 and is incorporated herein by this reference.

34. Trustee's Acceptance. The Trustee accepts the trust hereby declared and provided and covenants and agrees to perform the same as herein expressed.

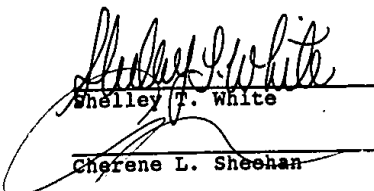
35. Defeasance. This Mortgage and the Lien created hereby shall terminate after the payment in full of (a) the principal of, and interest and premium, if any, on, the Note and (b) all other sums secured hereby. Upon such termination, the Lender, at the Borrower's expense, shall execute and deliver such instruments of release, satisfaction and termination in proper form for recording or filing, as may be appropriate to evidence the release of (i) the Mortgaged Premises from the Lien of this Mortgage and (ii) any other security held by the Lender and such satisfaction and termination, and such instruments, when duly executed, recorded and filed, shall conclusively evidence the release, satisfaction and termination of this Mortgage.

36. Loan Agreement. In the event of an inconsistency between the terms of Addendum "A" to that certain Loan Agreement dated as of even date herewith by and between Lender and Borrower and this Mortgage, the terms of such Addendum "A" shall control.

IN WITNESS WHEREOF, the Borrower has duly executed this Mortgage on the day and year first above written.

WITNESS:

CHRYSLER REALTY CORPORATION
[SEAL]


Shelley T. White

By: 
Frank S. Sklarsky
Its: Treasurer

Cherene L. Sheehan

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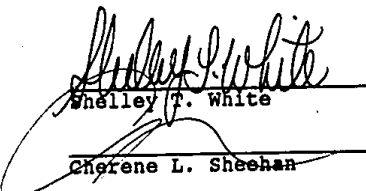
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IN WITNESS WHEREOF, the Borrower has duly executed this Mortgage on the day and year first above written.

WITNESS:

CHRYSLER REALTY CORPORATION
[SEAL]

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Shelley T. White

By: 
Frank S. Sklarsky
Its: Treasurer

Cherene L. Sheehan

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ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

The foregoing instrument was acknowledged before me this 27th day of September, 1991, by Frank S. Sklarsky, the Treasurer of CHRYSLER REALTY CORPORATION, a Delaware Corporation, on behalf of the Corporation.

Jacqueline J. Jones

Notary Public, Oakland County
State of Michigan
My Commission Expires:

JACQUELINE J. JONES
Notary Public, Oakland County, MI
My Commission Expires March 10, 1993

Florida
Illinois
Michigan
Ohio
Oregon
Pennsylvania
Texas

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Project Number	City	State	Tenant	Lease Date
AL6204	Birmingham	Alabama	No Dealership Lease Agreement	18-01-88
AL6886	Birmingham	Alabama	Parkey Dodge, Inc.	03-14-91
AL2097	Hoover	Alabama	Hoover Chrysler Plymouth, Inc.	09-06-89
AL2219	Midfield	Alabama	Midfield Dodge, Inc.	10-12-89
AL22153	Peoria	Arizona	No Dealership Lease Agreement	06-04-87
AZ2058	Phoenix	Arizona	Bell Dodge, Inc.	08-08-90
AZ7178	Phoenix	Arizona	Bell Dodge, Inc.	10-01-90
AZ2138	Tucson	Arizona	Ed Moses Chrysler Plymouth, Inc.	07-23-90
CA2098	Alhambra	California	No Dealership Lease Agreement	09-26-90
CA4054	Carlsbad	California	Pacific Jeep/Engle, Inc.	07-17-86
CA2213	Cathedral City	California	Crystal Chrysler-Plymouth Dodge, Inc.	07-17-86
CA6405	Concord	California	Corum of Danville, Inc., d/b/a	09-11-84
CA6108	Costa Mesa	California	Diablo Chrysler Plymouth, Inc.	05-20-91
CA2231	Fremont	California	No Dealership Lease Agreement	08-09-88
CA6132	Hayward	California	Hayward Chrysler Plymouth, Inc.	12-20-90
CA1083	Huntington Beach	California	Culver Chrysler Plymouth, Inc.	
CA6333	Los Angeles	California	La Brea Chrysler Plymouth d/b/a	
CA6762	Los Angeles	California	Barish Chrysler Plymouth	
CA2147	Porterville	California	No Dealership Lease Agreement	05-11-87
CA2164	Poway	California	Porterville Chrysler Center, Inc.	09-19-89
CA2237	Redwood City	California	Poway Dodge, Inc.	04-24-90
CA2193	Richmond	California	Redwood City Dodge, Inc.	03-13-91
CA6782	Riverside	California	Hilton Dodge Sales, Inc.	06-16-88
CA2188	Sacramento	California	Riverside Chrysler Plymouth, Inc.	03-06-91
CA4063	Sacramento	California	No Dealership Lease Agreement	02-08-88
CA6446	Sacramento	California	Swift Dodge, Inc.	08-10-84
CA4036	San Diego	California	Swift Dodge, Inc.	10-31-90
CA2075	San Jose	California	Rancho AMC Jeep & Renault, Inc.	12-03-90
CA2238	San Jose	California	G.P. Rando, Inc.	01-10-91
CA2090	San Juan Cap	California	Celebrity Dodge, Inc.	07-16-87
CA6296	San Rafael	California	Capistrano Dodge, Inc.	05-01-87
CA6486	Sunnyvale	California	San Rafael Chrysler Dodge, Inc.	
			Regel Dodge, Inc.	

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Project Number	City	State	Tenant	Lease Date
CA2042	Tustin	California	Holmes Tuttle, Inc. d/b/a Tustin Dodge	01-14-86
CA6355	Van Nuys	California	Sells Motors, Inc. d/b/a Valley Dodge, Inc.	01-10-87
CA2225	Yorba Linda	California	No Dealership Lease Agreement	
CA2226	Yorba Linda	California	No Dealership Lease Agreement	
CO6175	Colorado Springs	Colorado	Jim Carlin Dodge	
CO2182	Denver	Colorado	No Dealership Lease Agreement	09-13-88
CO4010	Denver	Colorado	Colorado Jeep Eagle, Inc.	
CO4060	Denver	Colorado	Denver Jeep Eagle, Inc.	02-26-90
CO2185	Englewood	Colorado	Centennial Chrysler-Plymouth, Inc.	04-27-90
CO4121	Littleton	Colorado	Broadway Jeep/Eagle, Inc.	05-05-88
CO6363	N. Glenn	Colorado	Front Range Auto, Inc.	11-16-87
CO6532	N. Glenn	Colorado	Premier Chrysler Plymouth, Inc.	11-30-87
CO4043	Thornton	Colorado	Premier Jeep/Eagle	
CO2223	Apopka	Florida	No Dealership Lease Agreement	04-20-90
FL9142	Daytona Beach	Florida	Masey Motors, Inc. of Daytona Beach	05-21-90
FL4012	Fern Park	Florida	Royal Jeep Eagle, Inc.	
FL7058	Lauderdale Lake	Florida	Honarch Dodge	
FL4024	Miami	Florida	The Jeep Eagle Connection, Inc.	01-18-90
FL2220	Orange Park	Florida	No Dealership Lease Agreement	
FL6617	Orlando	Florida	Orlando Dodge, Inc.	05-10-88
FL7738	Orlando	Florida	Palway Chrysler Plymouth, Inc.	
FL6555	Pensacola	Florida	Hill Kelly, Inc.	
FL6884	Plantation	Florida	Masey Terley Chrysler Plymouth, Inc.	
FL4139	St. Pete	Florida	St. Pete Jeep Eagle, Inc.	
FL6270	St. Petersburg	Florida	Dodge City, Inc.	
FL6643	Tallahassee	Florida	Gilbert Chrysler Plymouth, Inc.	09-28-89
FL2172	Tampa	Florida	Brandon Dodge, Inc.	07-25-89
GA7604	Columbus	Georgia	Carl Gregory Chrysler Plymouth, Inc.	02-18-87
GA7330	Jonesboro	Georgia	Lancaster Dodge, Inc.	12-02-88
GA7571	Macon	Georgia	Nelson Chrysler Plymouth, Inc.	01-09-91
GA4035	Roswell	Georgia	Roswell Jeep Eagle, Inc.	11-03-87
GA6894	Savannah	Georgia	Bob Maddox Chrysler Plymouth, Inc.	12-19-90
GA2215	Union City	Georgia	Quality Dodge, Inc.	03-23-90
IL1107	Barrington	Illinois	Barrington Dodge, Inc.	06-28-88
IL2112	Buffalo Grove	Illinois	Clifford Chrysler Plymouth of Buffalo Grove, Inc.	07-28-89
IL4071	Carol Stream	Illinois	No Dealership Lease Agreement	
IL2094	Chicago	Illinois	AHL Inc. d/b/a Metro Dodge, Inc.	05-30-90
IL2243	Chicago	Illinois	Marquette Park Chrysler Plymouth, Inc.	06-17-91
IL6020	Chicago	Illinois	North Oak Chrysler Plymouth, Inc.	

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Project Number	City	State	Tenant	Lease Date
IL6322	Chicago	Illinois	Gleason Dodge-Jeep-Eagle, Inc.	12-14-90
IL7681	Chicago	Illinois	Tom Ruda Dodge, Inc. d/b/a Norwood Park Dodge	09-11-87
IL6741	Chicago Heights	Illinois	South Oak Dodge, Inc.	06-16-88
IL6145	Des Plaines	Illinois	Des Plaines Chrysler Plymouth, Inc.	02-16-86
IL6974	Downers Grove	Illinois	Larry Faul Chrysler Plymouth, Inc.	07-18-88
IL7302	Elgin	Illinois	Westside AMC/Jeep/Renault, Inc.	04-20-89
IL4011	Elmhurst	Illinois	Westside AMC/Jeep/Renault, Inc.	07-20-87
IL6335	Elmhurst	Illinois	Elmhurst Dodge, Inc.	09-14-87
IL6438	Joliet	Illinois	Tyson Motors	05-07-91
IL6576	Joliet	Illinois	Joliet Dodge, Inc.	12-20-90
IL6952	Lansing	Illinois	River Oaks Chrysler Plymouth, Inc.	04-10-90
IL4021	Lisle	Illinois	Naperville Jeep Eagle, Inc.	11-15-90
IL2258	Melrose Park	Illinois	Al Piemonte Dodge, Inc.	04-02-91
IL2084	Naperville	Illinois	Bob Koller Dodge Co.	04-29-88
IL4030	Olympia Fields	Illinois	Olympia Jeep Eagle, Inc.	09-09-88
IL6223	Olympia Fields	Illinois	Harold Motors, Inc.	12-05-86
IL9061	Palatine	Illinois	Arlington Park Dodge, Inc.	04-04-86
IL4037	Schaumburg	Illinois	AMC/Jeep/Renault of Schaumburg, Inc.	05-10-90
IL6767	Schaumburg	Illinois	Schaumburg Dodge, Inc.	12-14-89
IL4046	Wheaton	Illinois	Wheaton Jeep/Eagle, Inc.	03-03-89
IN2131	Fort Wayne	Indiana	Wheaton Dodge, Inc.	08-08-90
IN6511	Fort Wayne	Indiana	Tomkinson Chrysler Plymouth, Inc.	01-05-89
IN4019	Indianapolis	Indiana	Eastgate Jeep/Eagle	07-24-90
IN4020	Indianapolis	Indiana	West Indy Jeep/Eagle	06-25-90
IN9011	Indianapolis	Indiana	Tom O'Brien Chrysler Plymouth-Northside	09-23-87
IN6024	Terre Haute	Indiana	Chrysler Plymouth of Terre Haute, Inc.	12-06-88
IN6425	Terre Haute	Indiana	Vigo Dodge, Inc.	06-21-88
IA6522	Cedar Rapids	Iowa	First Avenue Chrysler Plymouth	04-04-89
IA7682	Cedar Rapids	Iowa	Cedar Rapids Dodge, Inc.	09-19-90
IA6687	Davenport	Iowa	Blair Chrysler Plymouth, Inc.	03-20-90
IA6830	Davenport	Iowa	Rec Buysse Dodge, Inc.	02-12-90
IA6796	Sioux City	Iowa	Charlie Zook Dodge, Inc.	06-28-89
KS6097	Mission	Kansas	Bierwirth Chrysler Plymouth, Inc.	03-12-90
KS7192	Kansas City	Kansas	Bob Hess Dodge	07-01-87
KY7518	Louisville	Kentucky	Commonwealth Dodge, Inc.	10-01-83
KY6160	Southgate	Kentucky	Advantage Jeep/Eagle, Inc.	05-16-89
KY2221	St. Matthews	Kentucky	King Chrysler Plymouth, Inc.	05-16-89
KY9090	St. Matthews	Kentucky	Royal Dodge, Inc.	
LA2133	Alexandria	Louisiana	Southern Chrysler Plymouth, Inc.	

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Project Number	City	State	Tenant	Lease Date
LA6718	Harvey	Louisiana	Ray Brandt Dodge, Inc.	
LA2230	Lafayette	Louisiana	Acadiane Dodge, Inc.	
LA6461	Metairie	Louisiana	Julian Graham Dodge, Inc.	
LA2175	Monroe	Louisiana	Monroe Dodge, Inc.	09-89
ME6499	South Portland	Maine	Hansen Chrysler Plymouth, Inc.	09-21-88
MD4034	Rockville	Maryland	Par of Virginia, Inc. T/A Courtesy Jeep/Eagle	
MA6647	Lynn	Massachusetts	Lynnway Automotive Plaza, Inc. d/b/a	12-22-88
MA2086	Springfield	Massachusetts	Atlantic Chrysler Plymouth Toyota	07-25-88
MA2179	Waltham	Massachusetts	Springfield Chrysler Plymouth, Inc.	
MI6478	Ann Arbor	Michigan	No Dealership Lease Agreement	
MI4066	Detroit	Michigan	La Fontaine Brothers, Inc. d/b/a Arbor Dodge	06-14-91
MI9101	Detroit	Michigan	Sneekamp Jeep/Eagle, Inc.	03-07-90
MI6096	East Detroit	Michigan	Russo Schebil Enterprises, Inc. d/b/a	06-27-90
MI9094	Farmington	Michigan	Lochmoor Chrysler Plymouth, Alfa Romeo Dealer	
MI9111	Farmington	Michigan	Colonial Dodge, Inc.	05-17-88
MI4013	Grand Rapids	Michigan	Town and Country Dodge, Inc.	09-12-89
MI2076	Highland	Michigan	Farmington Hills Chrysler Plymouth, Inc.	03-14-88
MI2068	Lansing	Michigan	Highland Jeep Eagle, Inc.	03-22-88
MI7328	Lansing	Michigan	Highland Dodge, Inc.	11-07-86
MI9074	Livonia	Michigan	Capital Chrysler Plymouth, Inc.	07-31-87
MI6555	Hudson Heights	Michigan	Bill Smetana's Lansing Dodge, Inc.	09-09-87
MI2207	Millford	Michigan	Livonia Chrysler Plymouth, Inc.	08-30-89
MI4068	Nt. Clemens	Michigan	Oakland Dodge, Inc.	09-12-89
MI6213	Oak Park	Michigan	No Dealership Lease Agreement	
MI2124	Redford Twp.	Michigan	Precision Jeep Eagle, Inc.	03-22-90
MI4039	Southfield	Michigan	Richland Chrysler Plymouth, Inc.	05-24-88
MI6515	Southgate	Michigan	Brice Campbell Dodge, Inc.	02-25-88
MI4042	Taylor	Michigan	Southfield Jeep Eagle, Inc.	01-18-90
MI7502	Taylor	Michigan	Thompson Chrysler Plymouth, Inc.	08-04-88
MI4052	Warren	Michigan	Taylor Jeep Eagle	04-19-88
MI4007	Ypsilanti	Michigan	Century Dodge, Inc.	10-03-86
MI6006	Wyoming	Michigan	Taylor Chrysler Plymouth, Inc.	11-12-87
MI4008	Brooklyn Park	Minnesota	Friendly Jeep Eagle, Inc.	02-12-88
MI7559	Burnsville	Minnesota	John Lee Jeep Eagle, Inc.	06-20-89
			Courtesy Dodge, Inc.	06-19-90
			Brookdale Chrysler Plymouth, Inc.	
			Brookdale Jeep Eagle, Inc.	
			Dodge of Burnsville, Inc.	

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Project Number	City	State	Tenant	91681593	Lease Date
MS2030	Biloxi	Mississippi	BaySide Chrysler Plymouth Dodge, Inc.		04-03-90
M02104	Bridgeton	Missouri	Northwest Chrysler Plymouth, Inc.		05-04-90
M02170	Columbia	Missouri	Dodge City Motors, Inc.		05-10-89
M07450	Gladstone	Missouri	Gladstone Dodge, Inc.		04-03-87
M06060	Independence	Missouri	Doug's Dodge, Inc.		11-29-88
M06465	Independence	Missouri	Champion Chrysler Plymouth, Inc.		04-21-87
M04033	Raytown	Missouri	Crawford's Raytown Jeep Eagle Company		12-01-87
M06664	Raytown	Missouri	Raytown Dodge, Inc.		07-25-89
M09086	St. Louis	Missouri	Nehiville Chrysler Plymouth, Inc.		12-09-86
NC7363	Charlotte	North Carolina	South Boulevard Chrysler Plymouth, Inc.		07-12-89
NE2071	Lincoln	Nebraska	Ken Morehead Dodge, Ltd.		01-07-91
NE6514	Lincoln	Nebraska	Jiv's Dodge County, Inc.		10-15-86
NV2048	Omaha	Nevada	Las Vegas Chrysler Plymouth, Inc.		03-02-90
NV6578	Las Vegas	Nevada	Reno Chrysler Plymouth, Inc.		
NJ6413	Reno	New Jersey	Teterboro Chrysler Plymouth, Inc.		
NJ6257	Little Ferry	New Jersey	Soeerville Dodge, Inc.		
NJ9112	Somerville	New Jersey	Royal Dodge, Inc.		
NM4002	Woodbury	New Mexico	Quality Jeep Eagle, Inc.		
NM2122	Albuquerque	New Mexico	Farmington Motors, Inc.		04-14-88
NY6605	Farmington	New York	Kay Chrysler Plymouth, Inc.		
NY4006	Bayshore	New York	Boulevard AMC/Jeep, Inc.		10-25-83
NY4050	Bayside	New York	Kings Plaza Jeep Eagle, Inc.		
NY2119	Brooklyn	New York	Mancuso Chrysler Plymouth, Inc.		
NY6424	Hamburg	New York	Best Dodge, Inc.		
OH7022	West Seneca	Ohio	Rolling Acres Dodge, Inc.		07-14-88
OH2077	Akron	Ohio	Kearner Dodge, Inc.		09-03-86
OH2214	Cincinnati	Ohio	On-Hills Chrysler Plymouth, Inc.		11-26-90
OH2257	Cincinnati	Ohio	Kingwood Chrysler Plymouth, Inc.		
OH6564	Cincinnati	Ohio	*No OLA in file although Dealer Relocation Agreement		
OH6593	Cincinnati	Ohio	Stemmy Dodge, Inc.		10-17-88
OH6453	Columbus	Ohio	Westland Chrysler Plymouth, Inc.		05-19-88
OH6691	Columbus	Ohio	Northland Dodge, Inc.		05-24-88
OH4025	Eucclid	Ohio	Eucclid Chrysler Plymouth, Inc.		06-16-87
OH9105	Middleburg Hights	Ohio	Southland AMC Jeep Renault, Inc.		11-19-87
OH6516	Middleburg Hights	Ohio	Ganley Chrysler Plymouth, Inc.		
OH6520	Parma	Ohio	Axelrod Chrysler Plymouth, Inc.		08-09-90
OH4044	Parma	Ohio	Splitzer Motor City, Inc.		08-03-87
	Toledo	Ohio	Southwyck Jeep Eagle, Inc.		06-22-86

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Project Number	City	State	Tenant	Lease Date
016023	Whitehall	Ohio	Gleason & Seymour Corp. d/b/a Chrysler Plymouth East	05-01-86
OK2027	Edmond	Oklahoma	Edmond Dodge, Inc.	05-03-90
OK2150	Norman	Oklahoma	Leroy Tullius Dodge, Inc.	10-15-87
OK4029	Oklahoma City	Oklahoma	Dave Horkley Jeep Eagle, Inc.	01-25-90
OK7387	Oklahoma City	Oklahoma	Lynn Robertson Chrysler Plymouth, Inc.	03-08-90
OK2039	Tulsa	Oklahoma	East Tulsa Dodge, Inc.	12-05-90
NR2127	Eugene	Oregon	Emerald Chrysler Plymouth, Inc.	02-05-88
OR6585	Gladstone	Oregon	Ron Tonkin Dodge, Inc.	04-06-90
OR2082	Gresham	Oregon	No DLA per Lease Term Agreement	04-06-90
OR2178	Gresham	Oregon	Gresham Chrysler Plymouth, Inc.	01-27-88
OR4015	Gresham	Oregon	Gresham Dodge, Inc.	03-01-90
OR2070	Milwaukie	Oregon	Town & County Chrysler Plymouth, Inc.	12-09-87
OR2135	Salem	Oregon	Robertson Motors, Inc.	04-27-88
OR6353	Salem	Oregon	Teague Motor Company	11-19-90
PA7451	Birmingham Twp.	Pennsylvania	Gabe Staino Motors, Inc. d/b/a Gabe Staino Chrysler Plymouth	03-14-90
PA2025	Glen Hills	Pennsylvania	Raymond Dodge, Inc.	10-17-89
PA0361	Jenkintown	Pennsylvania	Broadway Chrysler Plymouth, Inc.	09-14-87
PA9117	Monroeville	Pennsylvania	The New Monroeville Chrysler Plymouth, Inc.	04-10-87
PA2081	Pittsburgh	Pennsylvania	Ross Park Dodge, Inc.	03-22-88
PA6391	Pittsburgh	Pennsylvania	Pleasant Hills Chrysler Plymouth, Inc.	05-26-88
PA6613	Pittsburgh	Pennsylvania	Hick North Hills Chrysler Plymouth, Inc.	
PA2173	Warford	Pennsylvania	No Dealership Lease Agreement	
SC2228	Columbia	South Carolina	No Dealership Lease Agreement	
SC7186	Spertanburg	South Carolina	Quality Chrysler Plymouth, Inc.	03-02-87
SC7371	Sumter	South Carolina	Quanders Chrysler Plymouth, Dodge, Dodge Trucks, Inc.	07-26-90
TN7437	Madison	Tennessee	Pagent Dodge, Inc.	
TN4069	Memphis	Tennessee	Cossett Jeep Eagle, Inc.	10-20-86
TN6131	Memphis	Tennessee	The New Greeland Dodge, Inc.	03-10-89
TN7568	Memphis	Tennessee	Dodge Country, Inc.	
TN6454	Nashville	Tennessee	Musie City Dodge, Inc.	02-24-88
TN6459	Nashville	Tennessee	White Chrysler Plymouth, Inc.	10-22-85
TX7367	Arlington	Texas	Bledsoe Dodge, Inc.	03-07-88
TX2105	Austin	Texas	No Dealership Lease Agreement	06-28-90
TX2176	Austin	Texas	Prestige Chrysler Plymouth, Inc.	
TK6744	Austin	Texas	Lease Termination Agreement dated 04-24-91	
TX2151	Carrollton	Texas	No Dealership Lease Agreement	
TK6259	Dallas	Texas	Bledsoe Dodge, Inc.	04-07-89

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Project Number	City	State	Tenant	Lease Date
TX/435	Dallas	Texas	Red Bird Chrysler-Dodge, Inc.	05-16-90
TX6651	El Paso	Texas	Story Services, Inc. d/b/a Story Dodge	02-17-88
TX2187	Fort Worth	Texas	Heador Chrysler Plymouth, Inc.	09-05-90
TX6125	Fort Worth	Texas	Longhorn Dodge, Inc.	10-18-89
TX2013	Houston	Texas	Lease Termination Agreement dated 7-90	05-18-89
TX2065	Houston	Texas	No Dealership Lease Agreement	
TX2148	Houston	Texas	Shannon Enterprises, Ltd. d/b/a Crown Dodge	
TX4016	Houston	Texas	Crown Jeep-Eagle, Inc.	
TX6563	Houston	Texas	Gulf Freeway Dodge, Inc.	
TX7181	Houston	Texas	Allstar Chrysler-Plymouth, Inc.	
TX7593	Houston	Texas	Greenspoint Dodge of Houston, Inc.	
TX2163	Irving	Texas	No Dealership Lease Agreement	
TX7052	Irving	Texas	Fred Oakley Motors, Inc.	
TX2060	Kingwood	Texas	Deerbrook Forest Chrysler Plymouth, Inc.	
TX2069	Lancaster	Texas	Hill Top Chrysler Plymouth, Inc.	
TX6469	Lubbock	Texas	Fenner Tubbs Company	
TX3066	San Antonio	Texas	Lease Termination Agreement dated 02-08-89	
TX9156	San Antonio	Texas	North Star Dodge, Inc.	
TX6418	Waco	Texas	Waco Dodge Sales, Inc.	
TX7168	Waco	Texas	Jeff Hunter Motors, Inc.	
VA6123	Alexandria	Virginia	J.K.J. Chrysler Plymouth, Inc.	
VA6604	Richmond	Virginia	Auto-Center, Inc. d/b/a Southside Dodge	
VA6076	Tysons Corner	Virginia	Tysons AMC/Jeep, Inc.	
VA6810	Virginia Beach	Virginia	Dominion Chrysler Plymouth, Inc.	
VA4068	Bellvue	Virginia	Eastside a/l/v. Inc. d/b/a Eastside Jeep Eagle	
VA6598	Burien	Washington	BBC Dodge, Inc.	
VA6985	Lynnwood	Washington	Lynnwood Dodge, Inc.	
MA2149	Olympia	Washington	Ranier Dodge, Inc.	
WA2004	Renton	Washington	Puget Sound Chrysler Plymouth, Inc.	
WA4038	Seattle	Washington	Toke and County Jeep Eagle, Inc.	
MA6527	Seattle	Washington	North Seattle Chrysler Plymouth, Inc.	
WA7248	Vancouver	Washington	Wright Chrysler Plymouth, Inc.	
W16455	Appleton	Wisconsin	Wausau Darrow Chrysler Plymouth, Inc.	
W16420	Green Bay	Wisconsin	Wausau Darrow Chrysler Plymouth, Inc.	
W14032	Racine	Wisconsin	Say City CP Chrysler Plymouth, Inc.	
W16603	Waukesha	Wisconsin	Schaefer Motor Sales, Inc.	
W77251	Cheyenne	Wyoming	Russ Darrow-Waukesha, Inc.	
			Corbey Dodge, Inc.	

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SCHEDULE 2

ILLINOIS SUPPLEMENTAL PROVISIONS

Applicable Instrument:

With respect to all Mortgaged Premises located in Illinois, the Mortgage, Open-End Mortgage, Deed of Trust and Security Agreement shall be deemed to be a mortgage (and not a deed of trust).

Supplemental Provisions:

1. The following shall be inserted in lieu of Section 14(a)(ii):

(ii) Commence foreclosure proceedings against the Mortgaged Premises or pursuant to the common law of the State of Illinois pursuant to the statutes in such case made and provided, and to sell the Mortgaged Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes or common law, in a single parcel or in several parcels at the option of the Lender.

2. The following shall be inserted in lieu of Section 14(a)(iv):

(iv) Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not and the Lender hereunder or any holder of the Note may be appointed such receiver. Such receiver shall have power to collect the rents, issues and profits of said Mortgaged Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full

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