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#3593 # 73-531556  
COOK COUNTY RECORDER

OPEN-END MORTGAGE

WILSHIRE PARTNERS (an Ohio general partnership) (hereinafter sometimes referred to as the "mortgagor"), for Ten Million Five Hundred Thousand and 00/100 Dollars (\$10,500,000) paid and for other valuable consideration, grants with mortgage covenants to NATIONAL CITY BANK (hereinafter sometimes referred to as the "mortgagee") the following real property:

Parcel No. 1:

That part of Lot 8, in Tollway Industrial Park, being a subdivision of part of the East 1/2 of Section 33, and part of the West 1/2 of Section 34, Township 42 North, Range 10 East of the Third Principal Meridian, in Palatine Township, described as follows:

Beginning at the Northwest corner of said Lot 8; then Southwestward, along the Westerly Line of said Lot 8, being the Easterly Line of Palmer Drive, South 20 Degrees, 21 Minutes 50 Seconds West, a distance of 325 feet, to a point of curvature; thence Southward, along a curved line, being the Easterly line of Palmer Drive, convexed to the West line, 680.48 feet in radius, for an Arc Length of 40 feet; thence South, 66 Degrees 53 Minutes 51 Seconds East, a distance of 433.47 feet; thence North, 21 Degrees 40 Minutes 34 Seconds East, along a line, parallel with the Easterly line of said Lot 8, being the Westerly line of Hammond Drive, a distance of 385.78 feet, to the Northerly line of Lot 8; thence North, 69 Degrees 38 Minutes 10 Seconds West, along the Northerly line of said Lot 8, a distance of 442.99 feet, to the point of beginning, in Cook County, Illinois.

Parcel No. 2:

The Southerly 390 feet of Lot 2, as measured along the Westerly and Easterly lines thereof, together with the Southerly 390 feet of the Westerly 13.42 feet of Lot 3, as measured along the Westerly and Southerly lines respectively thereof in Tollway Industrial Park, being a subdivision of part of the East half of Section 33 and part of the West half Section 34, all in Township 42 North, Range 10, East of the third principal meridian, in Palatine Township, Cook County, Illinois.

Together with all improvements, privileges and appurtenances and all rents, issues and profits of the real property and subject to all legal highways, restrictions and easements of record, current taxes and assessments; excepting therefrom the following encumbrances:

1. Easement over the northerly 5 feet of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhand aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their

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respective successors and assigns and as shown on the plat of subdivision recorded May 23, 1966 as Document 19834935. Released as to the Illinois Bell Telephone Company by document recorded as Document 24889886.

2. Covenants and restrictions and easements contained in Document 20547818 recorded July 11, 1968 from Chicago Title and Trust Company, as trustee under Trust Agreement dated February 1, 1963 known as Trust Number 45332 to Langson Manufacturing Company, Company of Illinois, relating to material, exterior walls, parking areas, outside storage signs, landscaping, permit plans for all construction, rooftops and setback lines and grantor reserved to itself, its successors and assigns, an easement in perpetuity to use, install, repair, replace and maintain utilities and for ingress and egress over, under and across the following described:

the southwesterly 10 feet of said land extended along the westerly line of said lot 8, being the easterly line of Palmer Drive.

3. 35 foot building line along the westerly portion of the land as disclosed by survey dated January 31, 1975.

This mortgage is given upon the statutory condition to secure the obligations and payments due under a credit agreement of even date herewith executed and delivered by mortgagor to mortgagee, evidencing a revolving note in the original principal amount of \$4,000,000, a term note in the original principal amount of \$2,000,000 and a term note in the original principal amount of \$4,500,000 each of even date herewith executed and delivered by mortgagor to mortgagee, evidencing loans obtained pursuant to the credit agreement.

The conditions of this mortgage are such that:

WHEREAS, mortgagor desires that mortgagee grant a revolving loan and three (3) term loans to mortgagor, which revolving loan shall be evidenced by a revolving note of even date herewith, the revolving note being in the original principal amount of \$4,000,000 and being payable to mortgagee's order on July 1, 1996 unless the maturity date is extended pursuant to the revolving credit agreement; a term loan in the original principal amount of \$2,000,000 payable June 1, 2000, a term loan in the original principal amount of \$3,500,000 payable July 1, 2000 and a term loan in amount not in excess of \$1,000,000 payable July 1, 2000.

WHEREAS, mortgagor is executing and delivering this mortgage to mortgagee in consideration of any financial accommodations granted by mortgagee to mortgagor pursuant to the aforesaid credit agreement and approval of loans and for other valuable considerations.

"Statutory Condition" is defined in Section 5302.14 of the Ohio Revised Code and provides generally that if the mortgagor pays all of the obligations and payments secured by this mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all the taxes and assessments, and does not commit or suffer waste, then this mortgage shall be void. (Mortgagee as to this mortgage waives any requirements relative to Extended Coverage Risks insurance as provided for in Section 5302.14.)

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Mortgagor and mortgagee acknowledge and agree that this mortgage is intended to, and shall, secure not only the original indebtedness referred to herein, but also any unpaid balances of loan advances made after this mortgage is delivered to mortgagee for record, which may be outstanding at any time. For the purpose of this document as an open-end mortgage only, the maximum amount of indebtedness, exclusive of interest, which may be outstanding at any time is Ten Million Five Hundred Thousand and 00/100 Dollars (\$10,500,000). This mortgage shall be security for each and every extension, renewal or refinancing of the aforesaid notes, and any additional notes and indebtedness secured hereby whether in whole or in part.

This mortgage shall secure any advances made by mortgagee with respect to the mortgaged property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the mortgaged property.

IN WITNESS WHEREOF, this mortgage has been executed at Torrington, Connecticut, this 21 day of June, 1993.

Signed and Acknowledged in Presence of:

[Signature]  
Karen M. Pettison

WILSHIRE PARTNERS

By: [Signature]

STATE OF CONNECTICUT)  
COUNTY OF HARTFORD)

The foregoing mortgage was acknowledged before me, this 21ST day of June, 1993 by DAVID R. MAY on behalf of WILSHIRE PARTNERS, an Ohio general partnership.

[Signature]  
NOTARY PUBLIC  
MIDORI M. LUCCI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 28, 1997

This instrument prepared by National City Bank.

SATISFACTION

\_\_\_\_\_, Ohio, \_\_\_\_\_ 199\_\_

THE CONDITIONS of this Mortgage have been complied with, and the same is hereby SATISFIED and discharged.

02-34-300-053  
02-34-300-060  
02-34-300-061

\_\_\_\_\_  
(Bank Name)

By: \_\_\_\_\_  
and: \_\_\_\_\_

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

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