

# UNOFFICIAL COPY



This document prepared by:

When recorded mail to:

David C. Kluever  
Gottlieb and Schwartz  
111 East Wacker Drive  
Suite 2700  
Chicago, Illinois 60601

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David C. Kluever  
Gottlieb and Schwartz  
111 East Wacker Drive  
Suite 2700  
Chicago, Illinois 60601

## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made as of the 28th day of June, 1993 between ELMWOOD ACQUISITION CORPORATION, an Illinois corporation, with its principal office at 2905 North Thatcher Avenue, River Grove, Illinois 60171 hereinafter called "Mortgagor" or the "Company"), and ELMWOOD CEMETERY COMPANY, an Illinois corporation ("Elmwood") and IRVING PARK, INC., an Illinois corporation ("Irving"), each having its principal office c/o Samuel Alexander, 1610 Freesia Circle, Highland Park, Illinois 60035 (Elmwood and Irving Park are hereinafter sometimes individually and collectively referred to as "Mortgagee")

. DEPT-01 RECORDING \$87.50  
. T#2222 TRAN 3368 07/14/93 13:47:00  
. #5049 \* -93-541432  
. COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, under even date herewith, Mortgagor has executed and delivered to Elmwood a certain Mortgage Note in the original principal amount of One Million Nine Hundred Fifty Thousand and No/100 Dollars (\$1,950,000.00) and delivered to Irving Park a certain Mortgage Note in the original principal amount of Three Million Fifty Thousand and No/100 Dollars (\$3,050,000.00) (individually and collectively referred to herein as the "Note") the indebtedness hereby secured being in the aggregate original principal amount of FIVE MILLION DOLLARS (\$5,000,000.00), the Note provides for the payment of interest at the rate or rates set forth in the Note, and the payment of principal otherwise in accordance with the terms thereof, but in no event later than June 30, 2000, unless extended by Mortgagee in writing; and

NOW, THIS INDENTURE WITNESSETH, that Mortgagor, in consideration of the indebtedness of Mortgagor now or hereafter arising under or evidenced by the Note, and to secure the payment thereof and all other sums due, payable or to become due from or by Mortgagor under the Note and the performance of all of the other terms, conditions and provisions hereof or to be performed by Mortgagor, and also in consideration of one dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby grant, mortgage, warrant, bargain, sell, alien, release, convey and confirm unto Mortgagee, its successors and assigns, all that certain property or properties situate in the County of Cook, State of Illinois and described on Exhibit A attached hereto and incorporated herein.

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TOGETHER, without limitation, with the following:

A. all rents, issues and profits thereof, and all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, alley, passage, way or avenue, opened or proposed, in front of or adjoining said real property, and in and to the appurtenances thereto;

B. all and singular the tenements, hereditaments, easements, appurtenances, riparian rights, waters, watercourses, and other rights, liberties and privileges thereof, or in any way now or hereafter appertaining thereto, including any other claims at law or in equity, as well as any after-acquired title;

C. all buildings and improvements of every kind and description now or hereafter erected or placed on said real property and all materials intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter so erected;

D. all fittings and fixtures of every kind and nature whatsoever owned or hereafter acquired by Mortgagor, or in which Mortgagor has an interest, and now or hereafter located on or about said real property (including, but without limiting the generality of the foregoing, all heating, lighting, laundry and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, cleaning, fire prevention, fire extinguishing, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, ducts and compressors, elevators and alarm systems);

E. all leases of said real property, or any portion thereof, and all modifications, extensions and renewals thereof, now or hereafter entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms;

F. all awards heretofore and hereafter made by the reason of the taking by eminent domain, either permanent or temporary, of the whole or any part of said real property and improvements, including any awards for use and occupation and for change of grade of streets;

G. all proceeds of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, flood, windstorm or other hazard to the whole or any part of said real property and improvements thereon;

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H. all deposits made with or other security given to utility companies by Mortgagor with respect to said real property and the improvements thereon and all advance payments of insurance premiums made by Mortgagor with respect thereto and claims or demands relating to insurance; and

I. all licenses (including but not limited to operating licenses or similar matters), contracts, burial records, management contracts or agreements, franchise agreements, permits, approvals, bonds, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the real property or improvements or personal property.

J. all principal of, income from, and control of all merchandise care funds and trusts, as created by Mortgagor from time to time, and maintained for the purpose of depositing certain proceeds from the sale of cemetery merchandise and services in connection with the said real property on a pre-need basis; and

K. all principal of, income from, and control of all maintenance or care trusts and funds, as created by Mortgagor from time to time and maintained for the purpose of depositing certain proceeds from the sale of burial lots, burial rights, monuments and markers at the said real property, including funds held in respect of the following care trust fund agreements:

1. The Eden Cemetery Association Care Fund Agreement dated October 1, 1976 by and among Eden Cemetery Association, an Illinois not-for-profit corporation, Elmwood Cemetery Company, an Illinois corporation ("Elmwood"), Irving Park, Inc., an Illinois corporation ("Irving") and First Bank of Oak Park;

2. The Elmwood Cemetery Company Care Fund Agreement dated September 27, 1976 by and between Elmwood and First Bank of Oak Park; and

3. The Irving Park Care Trust Fund Agreement dated February 19, 1979 by and between Irving, and First National Bank of Blue Island.

All of the premises above described and hereby mortgaged and the said buildings, improvements, building installations, fixtures, interest and rights hereby granted, conveyed and mortgaged, or intended so to be, are hereinafter collectively referred to as the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises, property and hereditament hereby granted, conveyed and mortgaged, or intended so to be, with the appurtenances, to and for the only

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proper use and behoof of Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that if Mortgagor pays or causes to be paid all liabilities and obligations of Mortgagor becoming due under the Note and this Mortgage, and performs or causes to be performed all of the other terms, conditions, agreements and provisions hereof and to be performed by Mortgagor under the Note, all without fraud or delay, or deduction, defalcation or abatement of anything or for any reason, then this Mortgage and the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE, its successors and assigns, as follows:

1. Mortgagor's Representations. Mortgagor represents and warrants that it presently has good and marketable fee simple title to the Mortgaged Premises, subject only to those exceptions, encumbrances and liens set forth on that certain Commitment to insure Title issued by Guaranty National Title Company, Number 93-444 shown as schedule B exceptions 6-13, inclusive, 15, 17, and 20-25, inclusive (the "approved liens and encumbrances"); that this mortgage is a valid and enforceable lien on the Mortgaged Premises subject only to the approved liens and encumbrances; that Mortgagor, from time to time, shall perform any act and create, acknowledge and deliver any instrument which Mortgagee may deem reasonably appropriate for effectuating or declaring the purposes of this Mortgage; and that Mortgagee shall, subject to Mortgagor's right of possession prior to default, quietly enjoy and possess the Mortgaged Premises. Mortgagor shall preserve such title and the validity and priority of the lien hereof and shall forever warrant and defend the same to Mortgagee against the claims of all persons and parties.

2. Payment. Mortgagor will duly and punctually pay, or cause to be paid, the principal of the indebtedness hereby secured, and the interest thereon, at the time and times and in the manner as provided in and by the Note, and perform or cause to be performed all other agreements and provisions thereof to be performed by Mortgagor, and pay or cause to be paid when due all other obligations and debts hereby secured.

3. Taxes. Mortgagor shall pay or cause to be paid or shall procure the discharge or release of, all before the same shall become delinquent (except when contested in good faith by appropriate proceedings and with adequate reserves therefore being set aside on the books of Mortgagor), all interest and installments of principal on any prior or subordinate mortgage or mortgages and ground rents, liens or encumbrances if any, all taxes (including corporate taxes of every nature and taxes collected for the taxing body), water and sewer rents, charges,

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claims, assessments, assessments for public improvements, liens and encumbrances now or hereafter assessed against or secured upon the Mortgaged Premises, and all other taxes, charges and assessments which shall or might have priority in lien or payment to the indebtedness secured by this Mortgage or which singly involves an amount in excess of \$20,000 or in the aggregate in any fiscal year involve an amount in excess of \$50,000.00. Mortgagor shall also pay all taxes, assessments and other charges now or hereafter levied or assessed upon or against Mortgagee in the State of Illinois or in any other state by reason of this mortgage investment, or upon this Mortgage, or upon the Note or debts hereby secured, as well as any specific mortgage tax; and Mortgagor shall each year on or before October 31, of such year without prior notice or demand by Mortgagee deliver to Mortgagee satisfactory evidence of payment of all taxes then due and/or evidence of exemption of all portions of the Mortgaged Premises claimed as exempt, and such further information concerning taxes and exemptions as may be requested by Mortgagee from time to time. If any of the interest which is paid or payable to Mortgagee under the Note or hereunder shall be or become subject to the payment or withholding of any tax claimed by the State of Illinois or any political subdivision thereof, or any other governmental authority having jurisdiction, Mortgagor will be responsible for and will pay the same, or will reimburse Mortgagee for the same on demand if Mortgagee is required to pay the same, and Mortgagor will not deduct anything from the interest payments or the principal hereof for or on account of any tax on interest, principal or otherwise. Notwithstanding the foregoing, Mortgagor shall not be liable for the payment of any taxes based solely upon the income of Mortgagee. Mortgagor shall not set off any payments Mortgagor makes for real estate taxes against any payments due hereunder or under the Note, said obligations being solely Mortgagor's.

#### 4. Insurance.

(a) Mortgagor shall keep all buildings and improvements and all building installations, fixtures, appliances, furniture, furnishings, machinery and equipment now or hereafter affixed, attached or appurtenant to, erected upon or installed or located in the Mortgaged Premises insured for the benefit of Mortgagor and Mortgagee, as their interests may appear, and shall maintain and deliver to Mortgagee as additional security policies of insurance in commercially reasonable types and amounts naming Mortgagee as an additional insured and loss payee thereunder and containing noncontributing mortgagee's endorsements as follows:

(i) Policies of insurance against loss by fire (with extended coverage and vandalism and malicious mischief endorsements) upon terms and in companies satisfactory to Mortgagee, at all times in amounts required by Mortgagee and not less than 100% of the full, sound insurable value (on a "repair or

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replace" basis) of the buildings (including building installations) and not less than the full insurable value of the fixtures, appliances, furniture, furnishings, machinery and equipment (the "Personalty");

(ii) Policies of public liability insurance against claims for bodily injury or death and property damage occurring upon, in or about the Mortgaged Premises in the combined single limit indemnity amount of at least \$1,000,000.00; and

(iii) Business interruption insurance and such other insurance policies indemnifying for hazards pertaining to the Mortgaged Premises, or any replacements or substitutions therefor, or additions thereto, and in such amounts, as may from time to time be reasonably required by Mortgagee against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance policies shall be subject to the approval of Mortgagee as to insurers, amounts, substantive provisions and form of policies and expiration dates, and shall contain a Non-Contributory Mortgage clause in favor of and satisfactory to Mortgagee. Such policies shall provide for the payment of all costs and expenses incurred by Mortgagee in the event of any contested claim and shall provide against cancellation or material modification without at least thirty (30) days' prior written notice to Mortgagee.

(c) Mortgagor shall deliver certified copies of all such policies to Mortgagee, and, not less than fifteen (15) days before the expiration date of each such policy, shall deliver to Mortgagee a renewal policy or policies or binders therefor marked "premium paid" or accompanied by other evidence of a premium payment reasonably satisfactory to Mortgagee. Mortgagor shall not permit any condition to exist on the Mortgaged Premises which would wholly or partially invalidate the insurance thereon.

(d) If any loss or damage in excess of \$25,000 occurs to the Mortgaged Premises, Mortgagor shall give immediate written notice thereof to Mortgagee, and Mortgagee may make proof of loss thereof if not made promptly by Mortgagor. Mortgagee and its officers may on behalf of Mortgagor adjust and compromise any claims under such insurance and collect and receive the proceeds thereof and endorse drafts and Mortgagee and its officers and agents are hereby irrevocably appointed attorneys-in-fact of Mortgagor for such purposes. Each insurer concerned is hereby authorized and directed to make payment under such policies of insurance, including return of unearned premiums, directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly, and Mortgagor irrevocably appoints Mortgagee and Mortgagee's officers

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and agents as Mortgagor's attorneys-in-fact to endorse any draft therefor.

(e) Subject to rights of holders of any perfected lien having priority over this Mortgage, the proceeds under each policy shall be paid by the insurer to Mortgagee, and Mortgagee may apply the amount so collected, or any part thereof, toward the payment of any indebtedness or obligation secured by this Mortgage, whether or not then due and payable, together with interest thereon, or, in Mortgagee's discretion, to the alteration, reconstruction, repair, replacement or restoration of the damaged portion of the Mortgaged Premises or any part thereof; provided, however, that if

(i) there shall be no Event of Default (hereinafter defined) or any event or circumstances which, with the passage of time or giving of notice or both, would constitute an Event of Default, and

(ii) Mortgagor shall submit evidence reasonably satisfactory to Mortgagee that the restoration or repair is feasible and shall be completed within a reasonable time (not to exceed six months) after the casualty, and

(iii) Mortgagor shall provide Mortgagee with evidence satisfactory to Mortgagee indicating that the holders of all deeds of trust or mortgages with priority over or having parity with this Mortgage have approved use of the proceeds as hereinafter provided,

then if Mortgagor so elects, such proceeds shall be applied toward the alteration, reconstruction, repair, replacement or restoration of the damaged portion of the Mortgaged Premises or any portion thereof. Subject to the conditions aforesaid, in the event Mortgagor elects to alter, reconstruct, repair, replace or restore the damaged portion of the Mortgaged Premises, Mortgagee shall so apply the insurance proceeds upon receipt of invoices evidencing work performed on the Mortgaged Premises or materials delivered to and incorporated into the Mortgaged Premises; provided, however, that Mortgagee may elect to make such payments directly to the contractors performing the work, or supplying the materials, invoiced. If all of the above conditions to use of the insurance proceeds for restoration and repairs have not been met within ninety (90) days after the occurrence of the casualty, Mortgagee may, in its sole discretion, apply any insurance proceeds to any obligation secured by this Mortgage, whether or not then due and payable. Receipt and application by Mortgagee of any such proceeds less than the full amount of the then outstanding debt shall not alter or modify Mortgagor's obligation to continue to pay or cause to be paid the installments of principal, interest and other charges specified in the Note.

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(f) If requested by Mortgagee (but not more often than once every two years), Mortgagor shall promptly have the then replacement and insurable values of the Personalty determined by the underwriter of fire insurance on the Mortgaged Premises, or, if such underwriter declines, then, by a qualified appraiser satisfactory to Mortgagee, and shall deliver such determination to Mortgagee.

(g) Mortgagor shall timely comply with and conform to (i) all provisions of each insurance policy, and (ii) all requirements of the insurers thereunder, applicable to Mortgagor or any of the Mortgaged Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Premises, even if such compliance necessitates structural changes or improvements or interferes with the use or enjoyment of any of the Mortgaged Premises. Mortgagor shall not change the present use of any of the Mortgaged Premises in any manner which would permit any insurer to cancel or increase the premium for any insurance policy.

(h) If Mortgagee acquires title to the Mortgaged Premises, either by virtue of a deed in lieu of foreclosure or a judicial sale thereof pursuant to proceedings under any Note or this Mortgage, then all of Mortgagor's estate, right, title and interest in and to all such insurance policies, including unearned premiums thereon and the proceeds thereof, shall vest in Mortgagee.

(i) Mortgagor shall not obtain separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section, unless Mortgagee is a named insured with loss payable to Mortgagee under a standard mortgagee endorsement. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is obtained and provide a complete copy of the policy.

5. Condemnation. In the event of any condemnation or taking of any part of the Mortgaged Premises by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Premises by any public or quasi-public authority or corporation, all proceeds, as hereafter defined, shall be paid to Mortgagee. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval which shall not be unreasonably withheld, conditioned or delayed. Receipt by Mortgagee of any proceeds (i.e., the award or agreed compensation for the damages sustained) less than the full amount of the then outstanding debt secured hereunder shall not alter or modify Mortgagor's obligation to continue to pay or cause to be paid the installments of principal, interest and other charges specified in the Note and herein. Subject to the rights of the holder of any perfected lien which has priority over the lien created

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hereby, all proceeds shall be applied in the order and in the amounts that Mortgagee may determine to the payment of principal (whether or not then due and payable), interest or any sums secured by this Mortgage; provided, however, that if (i) no Event of Default exists and no event or circumstances exist which, with notice or the passage of time or both could be an Event of Default, and (ii) Mortgagor shall promptly submit evidence reasonably satisfactory to Mortgagee that the proposed alteration, restoration or rebuilding is feasible, and Mortgagor shall provide Mortgagee with evidence satisfactory to Mortgagee indicating that the holders of all deeds of trust or mortgages having priority over or parity with this Mortgage have approved the use of proceeds as hereinafter provided, then such proceeds shall be applied, on such terms as Mortgagee may specify, for the sole purpose of paying the cost of altering, restoring or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of the taking, alteration of grade or other injury to the Mortgaged Premises, with any excess to be paid and disbursed to Mortgagee to be credited and applied by Mortgagee in accordance with the priority for application of payments as set forth in the Note.

If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness and other obligations and liabilities secured hereby, Mortgagee may prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee and its officers and agents are hereby appointed irrevocably as attorneys-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this Mortgage.

Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party in any condemnation proceeding.

6. Maintenance. Mortgagor shall keep the Mortgaged Premises in good condition and repair, and shall not commit or suffer waste with respect thereto, and shall promptly repair and restore all damage by fire, casualty, condemnation or otherwise. Mortgagor shall comply with all laws, rules, regulations and ordinances made or promulgated by lawful authority which may now or hereafter become applicable to the Mortgaged Premises insofar as a failure to so comply may adversely affect the continued use of the Mortgaged Premises as then used or impair the value of the Mortgaged Premises. Mortgagor shall permit Mortgagee's agents at any reasonable time and from time to time upon prior notice to Mortgagor to enter upon the Mortgaged Premises and the buildings and improvements thereon erected for the purpose of inspecting

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and appraising the Mortgaged Premises or of exercising any of the rights hereby granted.

7. Mortgagee's Remedies. In the event of the failure of Mortgagor to pay all interest and installments of principal on any mortgage or mortgages and any ground rent, lien or encumbrance, or any taxes, water and sewer rents, charges, claims, assessments, assessments for public improvements, liens or encumbrances or any taxes on interest or any mortgage tax above described or to furnish and pay for the insurance as aforesaid or to keep the Mortgaged Premises in good condition and repair, Mortgagee may, at its option, pay any or all such items together with penalties and interest thereon, and procure and pay for such insurance and repairs; and Mortgagee may at any time and from time to time advance such additional sum or sums as Mortgagee in its sole discretion may deem necessary to protect the security of this Mortgage. All such sums so paid or advanced by Mortgagee shall immediately be secured hereby and, upon demand of Mortgagee, shall be repaid by Mortgagor to Mortgagee, together with interest thereon at the Default Rate provided in the Note and shall be added to the principal indebtedness secured by this Mortgage. The production of a receipt by Mortgagee shall be conclusive proof of a payment or advance authorized hereby, and the amount and validity thereof. Notwithstanding anything to the contrary in this Section 7 contained, nevertheless, in no event shall Mortgagee exercise any of the rights provided for herein unless and until it shall have given Mortgagor ten (10) days prior written notice of its intention so to do unless required to protect and preserve the Mortgaged Premises, the interests of Mortgagor therein, or the priority hereof.

8. Assignment of Leases.

(a) Mortgagor hereby assigns to Mortgagee all existing and future leases (the "Leases") and all rents and profits of the Mortgaged Premises as further security for the payment of the indebtedness hereby secured and Mortgagor grants to Mortgagee the right to enter upon the Mortgaged Premises for the purposes of collecting the same and to let the Mortgaged Premises or any part thereof. This assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid. Mortgagee hereby waives the right to collect said rents and profits, and Mortgagor shall be entitled to collect and receive the same until default in this Mortgage or the Note, and Mortgagor agrees to use such rents and profits in payment of principal and interest becoming due on this Mortgage and in payment of taxes, assessments, sewer rents, water rents and charges becoming due as aforesaid, but such privilege of Mortgagor may be revoked by Mortgagee upon default without notice. Mortgagor shall not, without the written consent of Mortgagee, receive or collect rent or other charge for a period of more than three months in advance. Mortgagee shall not be deemed to have ac-

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cepted this assignment except as a pledge or be obligated as lessor by virtue of this assignment except by a separate and express written agreement of Mortgagee.

(b) Mortgagor will deliver to Mortgagee upon written request (but not more frequently than once in any period of twelve months) a statement under oath setting forth the names of all tenants occupying space in the Mortgaged Premises; a brief description of the space occupied, the rental payable and the dates of expiration of the respective leases, and the status of the rental payments due thereunder.

(c) Mortgagor shall promptly (i) perform all of the provisions of the Leases on the part of the landlord thereunder to be performed; (ii) enforce all of the material provisions of the Leases on the part of the tenants thereunder to be performed; and (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations of Mortgagor as landlord or of the tenants thereunder.

## 9. Notices of Events.

Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

(i) a fire or other casualty causing damage to the Mortgaged Premises in excess of \$25,000.00;

(ii) receipt of notice of eminent domain proceedings or condemnation of all or any material part of the Mortgaged Premises;

(iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Premises;

(iv) receipt of any default or acceleration notice from the holder of any lien on or security interest in the Mortgaged Premises or any portion thereof;

(v) commencement of any material litigation affecting the Mortgaged Premises; or

(vi) a Hazardous Materials Claim (as that term is defined in Paragraph 25 below).

10. No Secondary Financing. Without the prior written consent of Mortgagee, Mortgagor shall not create or cause or permit to exist any lien on, or security interest in the Mortgaged Premises, including any fixtures, appliances, equipment, or other items of personal property owned by Mortgagor which are intended

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to be or become part of the Mortgaged Premises, and shall not incur any secured indebtedness for money borrowed to purchase the Mortgaged Premises or any part thereof, other than the indebtedness secured hereby and the liens heretofore approved by Mortgagee in writing, if any. Mortgagee, by its acceptance of this Mortgage, acknowledges and approves the liens of certain Mortgages, and all amendments, modifications, extensions and supplements thereto or thereof or refinancing thereof or replacements thereto, granted or about to be granted by Mortgagor unto Meridian Bank, for itself and as Agent for certain other financial institutions, The Public School Employees' Retirement System, and CoreStates Bank, N.A., together with certain Intercreditor Agreements by and between Mortgagor, Mortgagee, Meridian Bank, for itself and as Agent for certain other financial institutions, The Public School Employees' Retirement System, and CoreStates Bank, N.A. (the "Meridian Financing") and which are about to be recorded in the office for the recording of Deeds in and for the county in which the Mortgaged Premises are located. Mortgagee consents to any refinancing or replacement financing with respect to the Meridian Financing, whether or not the same lenders as are party to the Meridian Financing, so long as such lenders as are parties to such refinancing or replacement financing agree to be bound by the terms of the Intercreditor Agreements referred to in the preceding sentence. The creation of any such indebtedness or the grant of any mortgage, lien or security interest in violation of the terms of this Paragraph 10 shall be deemed a "transfer" as defined in Paragraph 11 below.

11. No Transfer. Except as permitted pursuant to the third sentence of Paragraph 10, unless Mortgagee gives its prior consent in writing, which consent may be withheld for any reason or for no reason, it shall be an Event of Default under this Mortgage and the Note if Mortgagor transfers, or attempts to transfer, alienate, convey, lease, release, surrender, sell or assign all or any part of the Mortgaged Premises or any of the Mortgagor's interest therein, or if there shall be any transfer of stock in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation or otherwise (any such event is herein referred to as a "transfer"), provided, however, that any transaction by and between Mortgagor and any entity controlling, controlled by or in common control with Osiris Holding Corporation, a Delaware corporation upon prior written notice thereof to Mortgagee, shall not constitute a transfer, and in any such event the whole unpaid balance of the principal indebtedness, together with all interest thereon and all other sums hereby secured, shall, at Mortgagee's option, become due and payable immediately, without notice, and shall be recoverable by Mortgagee forthwith or at any time thereafter without stay of execution or other process. Any consent given by Mortgagee hereunder shall pertain only to the proposed transfer for which the consent was requested and shall not obligate Mortgagee to approve

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any further transfers or relieve any person or entity of liability to pay any amount secured hereby.

Notwithstanding any provision in this Mortgage to the contrary, Mortgagor may make sales in the ordinary course of business of rights of sepulcher or grave spaces (as such term is customarily used in the cemetery industry) to any individual purchaser for burial purposes at the regular retail prices charged by Mortgagor, and such rights of sepulcher shall be released from the lien of this Mortgage. If required by Illinois law to permit the conveyance of rights of sepulchre permitted to be conveyed hereunder, Mortgagee shall, upon receipt from Mortgagor of such certifications and other documents or information relating to the proposed conveyance as Mortgagee may require, deliver a written release of the rights of sepulchre to be released hereunder.

12. Security Agreement. Mortgagor hereby grants to Mortgagee a security interest in and mortgages to Mortgagee all of the interest of Mortgagor in all that property (and the proceeds thereof) included in the Mortgaged Premises which might be deemed personal property. This Mortgage shall also serve as a "Security Agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Illinois. This Mortgage shall be filed in the office of the recorder of deeds for the Counties in which the Mortgaged Premises are located and shall serve as both a mortgage and a financing statement with respect to any such personal property. Mortgagor, for itself and any subsequent owner of the collateral, shall at the expense of Mortgagor, execute and deliver for filing all financing and other statements and take or join with Mortgagee in taking any other action requested by Mortgagee to perfect and continue perfected Mortgagee's secured interest through the term of the Mortgage. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. Until default and expiration of any applicable notice or grace period, Mortgagor shall be entitled to possession, use or enjoyment of the collateral. Upon default and expiration of any applicable notice or grace period, Mortgagee may exercise all rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois, as well as any rights or remedies available to Mortgagee under any Note or this Mortgage. Notwithstanding any release of any or all of that property included in the Mortgaged Premises which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter owing under the Note.

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13. Existence and Taxes. Mortgagor shall keep in effect its existence and rights as a corporation under the laws of the state of its organization and its right to own property and transact business in the state in which the Mortgaged Premises is situated during the entire time it has any ownership interest in the Mortgaged Premises. For all periods during which title to the Mortgaged Premises or any part thereof shall be held by a corporation or association subject to corporate taxes or taxes similar to corporate taxes, Mortgagor shall file returns for such taxes with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes owing by Mortgagor to the United States, to such state of incorporation or organization and to the state in which the Mortgaged Premises is situated and any political subdivision thereof, and shall produce to Mortgagee, within fifteen (15) days of request therefor, receipts showing payment of any and all such taxes, charges or assessments.

14. Events of Default. This Mortgage and each Note secured hereby shall be deemed to be in default with the same force and effect as if the entire indebtedness secured by this Mortgage was due, owing and in default: if there shall occur an Event of Default under any Note or if Mortgagor shall fail to perform or comply with any provision of this Mortgage and such failure to perform or comply shall continue beyond any applicable grace period provided in the Note; or specifically but without limitation if any one or more of the following events occurs and is not remedied within the grace period, if any, provided in the Note:

(a) if the buildings and improvements on the Mortgaged Premises are not maintained in good repair (that is, a condition at least the same as existed upon the date hereof, reasonable wear and tear excepted) and such failure to so maintain the buildings and improvements materially adversely affects the continued use of the Mortgaged Premises as then used or impairs the value of the Mortgaged Premises by more than \$25,000; or

(b) in the event of any failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Premises when required or in any event within three months from the issuance thereof and such failure to comply materially adversely affects the continued use of the Mortgaged Premises as then used or impairs the value of the Mortgaged Premises or gives rise to a lien having priority over the lien of this Mortgage; provided that, such noncompliance is not the result of a breach of representation or warranty by, and giving rise to a claim for indemnification against, Mortgagee under the Asset Purchase Agreements between Mortgagor and Mortgagee, each dated June 15, 1993; or

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(c) if any writ of execution, garnishment, attachment or sequestration is issued against the Mortgaged Premises and not stayed, dismissed or bonded over within thirty (30) days of the date Mortgagor learned of such action; or

(d) if Mortgagor shall fail to perform or comply with any other provision or agreement to be performed or complied with by Mortgagor under this Mortgage or the Asset Purchase Agreement (and specifically without limitation Section 4.8 thereof) between Mortgagor and Mortgagee dated June 15, 1993 within thirty (30) days after written notice given by Mortgagee to Mortgagor specifying such failure, unless such failure shall not be susceptible to being cured within such thirty (30) day period, in which event Mortgagor shall have a reasonable time to effect such cure, so long as it commences to cure within such thirty (30) day period and proceeds diligently with respect thereto; or

(e) if all or any substantial part of the Mortgaged premises is condemned or taken by power of eminent domain; or

(f) the occurrence under any Note of a default or an Event of Default (as that term shall be defined in such Note).

(g) Mortgagor or any guarantor commits an act of bankruptcy including, but not limited to, the following:

(i) Mortgagor or any guarantor files a voluntary petition in bankruptcy or for arrangement, reorganization, or other relief under any chapter of the federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, is adjudicated a bankrupt or an order for relief is entered by any bankruptcy court, or files an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay Mortgagor's debts as they mature.

(ii) Within 60 days after the filing against Mortgagor or any guarantor of any involuntary proceeding under the federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect such proceedings shall not have been dismissed.

(iii) All or a substantial part of the assets of Mortgagor or any guarantor are attached, seized, subjected to a writ or distress warrant, are levied upon, or an order is entered appointing a custodian, receiver, trustee, or liquidator of Mortgagor or any guarantor or all or a major part of its property or the

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Mortgaged Premises unless such attachment, seizure, writ, warrant, levy or order is vacated within 60 days.

(iv) Mortgagor or any guarantor makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a custodian, receiver, or trustee or liquidator of all or the major part of the assets or property of Mortgagor or any guarantor or the Mortgaged Premises unless such assignment or appointment shall be in favor of Mortgagee.

(h) the occurrence of a "transfer" as that term is defined in Paragraph 11 hereof.

(i) the occurrence of a breach or default by Mortgagor under any of the following care fund assignments:

1. The Eden Care Trust Fund Assignment and Assumption Agreement dated of even date herewith by and among Eden Cemetery Association, an Illinois not-for-profit corporation, Elmwood, Mortgagor and First Bank of Oak Park;

2. The Elmwood Care Trust Fund Assignment and Assumption Agreement dated of even date herewith by and among Elmwood, Mortgagor and First Bank of Oak Park; and,

3. The Irving Park Care Trust Fund Assignment and Assumption Agreement dated of even date herewith by and among Irving, Elmwood, Mortgagor and First National Bank of Blue Island.

(j) the occurrence of a Default or an Event of Default under any obligation for funded indebtedness for borrowed money having a principal amount in excess of \$2,000,000.

In any such event of default (referred to herein as an "Event of Default"), at the option of Mortgagee, Mortgagee may forthwith exercise any or all rights and remedies provided in the Note, the other Loan Documents (as defined below) or in this Mortgage, or which may be available to Mortgagee by law, without further stay, any law, usage or custom to the contrary notwithstanding; including without limiting the generality of the foregoing Mortgagee may forthwith file a Complaint in Foreclosure or otherwise proceed to exercise any remedy under the Loan Documents, at law or in equity, consecutively or concurrently; and all errors in any proceeding or in any exercise of any right or remedy as aforesaid are hereby waived. As used herein the term Loan Documents shall mean and refer to this Mortgage, the Note and any and all amended, substituted, or replacement notes, the Assignment of Leases, Rents and Security Deposits of even

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date, the Guaranty of the indebtedness evidenced by the Note from Osiris Holding Corporation, a Delaware corporation as guarantor, the several Collateral Assignments of the Eden Care Trust Fund, the Elmwood Care Trust Fund, and the Irving Care Trust Fund respectively all of even date, and such other documents, instruments and deliveries now existing or hereafter given evidencing or securing all or any portion of the indebtedness evidenced by the Note or modifying or amending any of the foregoing. Notwithstanding anything to the contrary contained herein, the grace or cure periods set forth in subparagraphs 14. (c), (d) and (g) above shall not be in addition to any grace or cure periods set forth in any Note and in no event shall separate or supplemental default notices be required under any Note, this Mortgage or any other Loan Document for events which constitute defaults under one or more of the foregoing instruments.

15. Additional Events of Default. This Mortgage shall be deemed to be in default with the same force and effect as if the entire indebtedness secured by this Mortgage were due, owing and in default, and Mortgagee may proceed as aforesaid, if Mortgagor shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or if Mortgagor shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or if Mortgagor shall take any corporate or other action to authorize any of the actions described in this paragraph; or if any case, proceeding or other action against the Mortgagor shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action remains undismissed for a period of ninety (90) days. The term "Mortgagor" in this Section shall also include any obligor under or endorser or guarantor of any Note.

16. Cumulative Rights. All rights and remedies hereby granted or otherwise available to Mortgagee shall be cumulative and concurrent and may be pursued singly, successively or together at Mortgagee's sole option, and may be exercised from time to time and as often as occasion therefor shall occur until the indebtedness hereby secured with all interest thereon is paid in full. Mortgagee may resort to any security it holds in such order and manner as Mortgagee sees fit and may sell, at any fore-

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closure sale or sales on this Mortgage, in any manner permitted by law, the Mortgaged Premises in one parcel or in such number of parcels as Mortgagee in its sole discretion elects so to do; and the foreclosure sale shall pass title to all property subject to this Mortgage.

17. Remedies. When any Event of Default has occurred and is continuing and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare any Note and all unpaid indebtedness of Mortgagor hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Rate.

(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage, but commencement of any action, suit or proceeding shall not be deemed an election of remedies and Mortgagor may pursue any or all remedies consecutively or concurrently. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness hereby secured in the decree of sale, all expenditures and expenses authorized by the Illinois Mortgage Foreclosure Law, Chapter 110, Section 15-1101, et seq. Illinois Revised Statutes (1987), as from time to time amended (the

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"Act"), and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute any suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, any Note or the Mortgaged Premises, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness hereby secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

(d) Appointment of Receiver. Mortgagee shall, as a matter of right, and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed pursuant to the Act to take possession of all or any part of the Mortgaged Premises and collect the rents, issues and profits thereof, with such power as the court making such appointment shall confer. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc.  
Upon demand by Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof personally, by its agents or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Act, and Mortgagee, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession

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or receiver as provided in the Act may enter upon and take and maintain possession of all or any part of the Mortgaged Premises, together with all documents, books, records, burial records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor, or in its own name as Mortgagee and under the powers herein granted without limitation of the powers granted receivers under Part 17 of the Act:

(i) hold, operate, manage and control all or any part of the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Mortgaged Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Premises, which extensions, modifications, and any new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale;

(v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Premises as may seem judicious to Mortgagee and not commercially unreasonable, to insure and reinsure the Mortgaged Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Premises, to the payment of taxes, premiums and other charges applicable to the Mortgaged Premises, or in reduction of the indebtedness hereby secured in such order and manner as Mortgagee shall select.

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Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The reasonable expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Mortgagee promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate.

(f) Mortgagee may avail itself of any other remedies provided in the Note.

## 18. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall violate any provision of the Act the provisions of the Act shall take precedence over the provisions of this Mortgage, but such violation shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee 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 Section 21 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

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19. Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor acknowledges that the Mortgaged Premises does not constitute agricultural real estate, as defined in Section 15-1201 of the Act, or residential real estate, as defined in Section 15-1219 of the Act.

20. Insurance After Foreclosure. Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or Mortgagee until confirmation of sale. Upon confirmation of sale, Mortgagee shall be empowered to assign all policies of insurance to the purchaser at the sale.

21. Protective Advances. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provision of the Act, including those provisions of the Act hereinbelow referred to:

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(a) all advances by Mortgagee in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate (to the extent not commercially unreasonable); (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(b) payments by Mortgagee of: (i) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) Reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 15-1504 (d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Mortgagee's reasonable fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(f) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 15-1512 of the Act;

(g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (a) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estate imposed by Subsection (c)(1) of Section 15-1704 of the Act; (b) repair or restoration of damage or

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destruction in excess of available insurance proceeds or condemnation awards; (c) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the mortgaged real estate; (d) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the mortgaged real estate; (e) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(10) of Section 15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(iv) application of income in the hands of any receiver or Mortgagee in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 15-1508 and Section 15-1511 of the Act.

Except in case of an emergency or an Event of Default, Mortgagee will give Mortgagor ten (10) days prior notice before making a Protective Advance.

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23. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged premises or of any sale of property pursuant to Section 17(c) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 17(b) and 17(c) hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all interest on the Note; Fourth, to all principal on the Note with any overplus to whomsoever shall be lawfully entitled to same.

24. No Waiver Implied. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms, covenants, agreements, conditions and provisions hereof shall not be deemed to be a waiver of any of the terms, covenants, agreements, conditions and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, agreements, conditions and provisions of this Mortgage to be performed by Mortgagor. Mortgagee shall not be deemed, by any action or omission, to have waived any of its rights, privileges, powers, immunities, or remedies hereunder unless such waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth in the writing. A waiver as to one occasion shall not be construed as continuing or as a bar to or waiver of any right or remedy for any subsequent occasion.

No extension or indulgence granted to Mortgagor, and no alteration, change or modification of the Note consented or agreed to by Mortgagee, and no other act or omission of Mortgagee, including the taking of additional security or the release of any security, shall constitute a release of the lien and obligation of this Mortgage or be interposed as a defense against the enforcement of the Mortgage, except an act of Mortgagor which constitutes an express, effective, written release and satisfaction of the Note.

25. Environmental Matters.

(a) Mortgagor hereby covenants with and warrants and represents to Mortgagee that:

(i) Mortgagor will not knowingly cause or permit any Hazardous Material to be placed, held, located, or disposed of on, under, or at the Mortgaged Premises or any part thereof or disposed of into the atmosphere or on, under, or at any watercourse, body of water or wetlands, or any adjacent land or property; provided, however, that Mortgagor may store in reasonable quantities and use in

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compliance with all applicable laws and regulations those Hazardous Materials which are reasonably necessary for Mortgagor's use and operation of the Mortgaged Premises for cemetery purposes; except where non-compliance would not have a material adverse affect in the Mortgaged Premises or the business or property of Mortgagor.

(ii) Mortgagor will keep and maintain the Mortgaged Premises in full compliance with all Hazardous Materials Laws; except where non-compliance would not have a material adverse affect in the Mortgaged Premises or the business or property of Mortgagor. The term "Hazardous Materials Laws" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, and every other federal or state law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

(iii) Mortgagor shall promptly notify Mortgagee in writing of any: (A) enforcement, cleanup, removal, or other governmental or regulatory action instituted, contemplated, or threatened pursuant to any Hazardous Materials Laws; (B) any claim made or to Mortgagor's knowledge threatened by any third party against Mortgagor or the Mortgaged Premises relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials; or (C) occurrence or condition on any land, improvement, or real property interest adjoining or in the vicinity of the Mortgaged Premises including, but not limited to, any environmental contamination or clean-up under the provisions of any applicable Environmental Law or other law, code or ordinance or any regulation adopted in accordance therewith ("Hazardous Materials Claims") of which it becomes actually aware.

(iv) Mortgagor shall at all times take all remedial action reasonably required pursuant to applicable law in response to contamination caused by the presence, generation, disposal or discharge of any Hazardous or Toxic Materials in, on, under, from, or about the Mortgaged Premises if the date of the presence, generation, disposal or discharge thereof shall be on or after the date of this Mortgage and Mortgagor shall give Mortgagee prompt written notice of such remedial action and deliver all information regarding such remedial action as requested by Mortgagee from time to time.

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(b) Mortgagor shall be solely responsible for and shall indemnify and hold Mortgagee (including, Mortgagee's shareholders, directors, officers, employees and agents, and their respective successors and assigns) harmless from and against any loss, damage, costs, expense, or liability directly or indirectly arising out of the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials in, on, under, or about the Mortgaged Premises from and after the date hereof, including, but not limited to: all consequential damages, whether foreseeable or unforeseeable; the costs of any required or necessary repair, cleanup, or detoxification of the Mortgaged Premises; and the preparation and implementation of any closure, remedial, or other required actions or plans. Provided, however, that Mortgagor's liability hereunder shall not extend to environmental contamination occurring prior to the date of this Mortgage or after all sums secured hereby shall have been paid in full unless a claim is asserted against Mortgagee, its successors or assigns, solely by reason of the existence of this Mortgage or Mortgagee's position as mortgagee or by reason of the foreclosure of the lien of this Mortgage for causes of action or liabilities arising out of or relating to environmental contamination occurring during the ownership of the Mortgaged Premises by Mortgagor (or any entity affiliated with or controlled by Mortgagor or any guarantor) and provided further that nothing herein shall be deemed to relieve Mortgagee from any liabilities to Mortgagor under their representation and warranties contained in the Asset Purchase Agreements between Mortgagor and Mortgagee, each dated June 15, 1993.

(c) Mortgagee shall have the right to join and participate in, as a party if Mortgagee so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Mortgagor.

26. Counsel Fees. If Mortgagee retains counsel to remedy any Event of Default or pursue any remedies against Mortgagor, Mortgagor shall pay to Mortgagee, on demand, a reasonable attorney's fee, which amount shall be secured by this Mortgage and all other security provided for in the Note.

27. Declaration of No Set-Off. Mortgagor represents to Mortgagee that it has no knowledge of any offsets, counter-claims or defenses to the payment of the principal indebtedness secured hereby, or to any part thereof, or the interest thereon, either at law or in equity. Within seven (7) days of request therefor by Mortgagee, but not more often than twice in any

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calendar year, Mortgagor shall furnish a duly acknowledged written statement in form satisfactory to Mortgagee stating either that Mortgagor knows of no offsets or defenses existing against the Mortgage indebtedness, or if such offsets or defenses are alleged to exist, the nature and extent thereof, and specifying and acknowledging the amount of principal and interest due and unpaid on the Note or other obligations secured hereby.

28. Captions. The captions appearing in this Mortgage are inserted solely for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

29. Construction. If this instrument is executed by more than one person or corporation as Mortgagor, the obligation of each shall be joint and several. Whenever used (as appropriate): the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the words "Mortgagor" and "Mortgagee" shall include, and the rights and obligations herein contained shall inure to the benefit of and bind, their respective heirs, executors, administrators, successors and assigns.

30. Notice. Notice to Mortgagor under the Note or this Mortgage shall be deemed sufficient if given by registered or certified mail, return receipt requested, postage prepaid, by an overnight express courier service that provides written confirmation of delivery, or by facsimile transmission, and addressed to Mortgagor at the address set forth at the beginning of this Mortgage, and shall be deemed given and received on the second (2nd) mail delivery day after mailing, if sent by registered or certified mail, on the next business day if sent by overnight courier, or on the same business day if sent by facsimile before the close of business of the recipient, or the next business day if sent by facsimile after the close of business of the recipient. Copies of all notices addressed to Mortgagor shall be sent to James M. Papada, III, Esquire, Stradley, Ronon, Stevens & Young, 2600 One Commerce Square, Philadelphia, Pennsylvania 19103. Any notice may be given on behalf of a party by its legal counsel. Notices to Mortgagee shall be addressed to Mr. Samuel Alexander at 1610 Fresia Circle, Highland Park, Illinois 60035 with a copy to Gottlieb and Schwartz 111 East Wacker Dr., Chicago, Illinois 60601, Attn: Harvey Lapin and a copy to Mr. Alphonse Cardamone, c/o Sciaraffa & Cosmas, Ltd., 6905 West North Avenue, Suite 2B, Oak Park, Illinois 60302 or such other address as Mortgagee may from time to time direct in writing.

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31. Severability. The terms and provisions of this Mortgage are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Mortgage under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.

32. Waivers. In the event any waiver by Mortgagor hereunder is prohibited by law, including but not limited to the waiver of exemption from execution, such waiver shall be and be deemed to be deleted herefrom.

33. Applicable Law. All rights and obligations hereunder shall be governed by the laws of the State of Illinois.

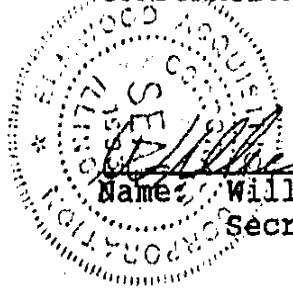
34. Intent to be Legally Bound. Mortgagor hereby expresses the intention to be legally bound by this writing.

35. Time of Essence. Time is of the essence of this Mortgage and the performance of Mortgagor's covenants and agreements contained herein.

IN WITNESS WHEREOF Mortgagor has executed these presents under seal the day and year first above written.

ATTEST:  
CORPORATION

By: ELMWOOD ACQUISITION  
an Illinois corporation



Name: William R. Shane  
Secretary

By: Lawrence Miller  
Name: Lawrence Miller  
President

[CORPORATE SEAL]

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PENNSYLVANIA  
 STATE OF ~~ILLINOIS~~ )  
                   BUCKS )       SS  
 COUNTY OF ~~COOK~~ )

I, Thomas F. Fenerty, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence Miller, as President and William R. Shane, as Secretary of **ELMWOOD ACQUISITION CORPORATION**, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that with due authorization they signed and delivered said instrument on behalf of said corporation as their own free and voluntary act individually and in their capacities as such officers and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

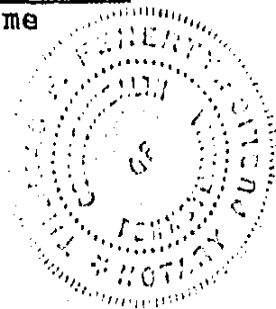
GIVEN under my hand and Notarial Seal this 8th day of July, 1995.

Thomas F. Fenerty  
 Notary Public

NOTARIAL SEAL  
 THOMAS F. FENERTY, Notary Public  
 Feasterville, Bucks County  
 My Commission Expires December 9, 1995

\_\_\_\_\_  
 Notary's name

My Commission Expires: \_\_\_\_\_



Notary of Cook County Clerk's Office

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EXHIBIT A page 1 of 4

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL BEING BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 1330.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 1840.50 FEET; THENCE NORTH WESTERLY ON A LINE FORMING AN ANGLE OF 24 DEGREES 34 MINUTES 35 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 42.92 FEET; THENCE NORTHWESTERLY ON A LINE FORMING AN ANGLE OF 17 DEGREES 32 MINUTES 30 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 465.0 FEET; THENCE WEST 317.02 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 26, 1264.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ON SAID WEST LINE OF THE NORTHEAST QUARTER TO THE NORTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTHEASTERLY ON SAID NORTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD TO THE EAST LINE OF SAID SECTION 26; THENCE NORTH ON SAID EAST LINE OF SECTION 26 TO THE PLACE OF BEGINNING (EXCEPT LOT 1 IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS IN THE SOUTHEAST QUARTER OF SECTION 26) ALSO LOT I IN VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE SOUTH 50.00 FEET OF THE NORTH 1380.00 FEET OF THE EAST 840.0 FEET OF THE SAID NORTHEAST FRACTIONAL QUARTER).

P.I.N.: 12-26-200-012; 12-26-400-011; and 12-26-400-004

Commonly known as: 2905 N. Thatcher, River Grove, Illinois 60171

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EXHIBIT A page 2 of 4

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 2,047.60 FEET, THENCE RUNNING SOUTH TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2,067.10 FEET EAST OF THE WEST LINE OF SAID QUARTER; THENCE WEST TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE NORTH 120 RODS OF THE WEST 6 2/3 RODS, ALSO EXCEPTING A STRIP OF LAND 66 FEET WIDE LYING NORTHERLY OF AND ADJOINING THE INDIAN BOUNDARY LINE, AND EXCEPTING THAT PART OF SAID NORTHWEST QUARTER LYING SOUTH OF THE INDIAN BOUNDARY LINE, AND ALSO EXCEPTING THE SOUTH 200 FEET OF THE NORTH 233 FEET OF THE EAST 200 FEET OF THAT PART OF THE NORTHWEST DESCRIBED AFORESAID, AND ALSO EXCEPTING THAT PART OF SAID NORTHWEST QUARTER IN CARDAMONE'S ADDISON STREET SUBDIVISION, CAHILL'S EIGHT ADDITION TO CHICAGO, AND CARDAMONE'S PACIFIC AVENUE SUBDIVISION, ALL BEING SUBDIVISIONS OF THE NORTHWEST 1/4 OF SAID SECTION 24), IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-24-100-112

Commonly known as: 7777 W. Irving Park Road, Chicago, Illinois

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EXHIBIT A

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THAT PART OF THE WEST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF IRVING PARK ROAD, (EXCEPTION THEREFROM THAT PART THEREOF DEDICATED FOR PUBLIC ROAD BY PLAT RECORDED AS DOCUMENT NO. 18704931 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 9 FEET OF SAID WEST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 LYING SOUTHERLY OF THE SOUTHERLY LINE OF SAID IRVING PARK ROAD AND LYING NORTH OF THE NORTH LINE OF THE SOUTH 835 FEET OF THE SAID WEST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 AND EXCEPTING THEREFROM THOSE PARTS THEREOF CONVEYED TO THE VILLAGE OF SCHILLER PARK BY DEED RECORDED AS DOCUMENT NO. 20483008 AND 21133195 AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 294.50 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST IN SAID SOUTH LINE OF SOUTHEAST 1/4, 294.50 FEET TO SAID SOUTHWEST CORNER THEREOF, THENCE NORTH ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 749.70 FEET, THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 190 FEET THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 79 DEGREES 17 MINUTES 0 SECONDS TO THE RIGHT FROM PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 720.0 FEET, A DISTANCE OF 175.92 FEET TO A POINT OF CHANGE IN CURVE THENCE SOUTHERLY ON A CURVE TANGENT TO LAST DESCRIBED CURVED AND CONCAVE WESTERLY AND HAVING A RADIUS OF 450.0 FEET, A DISTANCE OF 65.71 FEET TO A POINT OF TANGENCY; THENCE SOUTHERLY ON A LINE TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 331.0 FEET, A DISTANCE OF 234.25 FEET, TO A POINT OF CHANGE IN CURVE; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO LAST DESCRIBED CURVE AND CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 157.0 FEET, A DISTANCE OF 96.17 FEET; THENCE SOUTH 15.0 FEET TO THE PLACE OF BEGINNING, AND EXCEPTING THEREFROM THAT PART THEREOF CONDEMNED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE NO. 81L538 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH 1/2 OF IRVING PARK ROAD (OLD PLANK ROAD) IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AFORESAID LYING SOUTHERLY OF BLOCK 1 AND EASTERLY OF THE WEST LINE, PRODUCED SOUTH OF BLOCK 1 AFORESAID, IN THE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SAID PART OF SAID SECTION 16 LYING NORTH OF IRVING PARK ROAD ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1907 IN BOOK 20, PAGE 165 AS TORRENS DOCUMENT NO. 6906, ALSO; A STRIP OF LAND TEN FEET IN WIDTH LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SOUTH 1/2 OF IRVING PARK ROAD, THE WESTERLY END OF SAID TEN FEET STRIP ALSO BEING THE WEST LINE OF SAID BLOCK 1 PRODUCED SOUTH THE EASTERLY END OF SAID TEN FOOT STRIP BEING THE WEST LINE OF THE EAST FORTY FEET OF SAID WEST 1/2 OF SAID SOUTHEAST

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EXHIBIT A 9 3 8 Page 4 of 4

1/4, ALSO; THAT PART LYING NORTHEASTERLY OF AND NORTH OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED TEN FOOT STRIP, SAID POINT BEING A DISTANCE OF THIRTY-FIVE FEET WESTERLY OF THE WEST LINE OF SAID EAST FORTY FEET OF SAID WEST 1/2 OF SAID SOUTHEAST 1/4, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID TEN FOOT STRIP, THENCE SOUTHEASTERLY TO A POINT OF THE WEST LINE OF SAID EAST FORTH FEET A DISTANCE OF THIRTY FEET SOUTH OF THE ORIGINAL SOUTH LINE OF SAID IRVING PARK ROAD, THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 16, A DISTANCE OF FORTY FEET TO THE EAST LINE OF SAID WEST 1/2 OF SAID SOUTHEAST 1/4 OF SAID SECTION 16, EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES BY DECREE IN CASE NO. 5705522) ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-16-407-006; 12-16-416-001 through 12-16-416-011; 12-16-417-001 through 12-16-417-003 and 12-16-418-001 through 12-16-418-005

Commonly known as: 9857 W. Irving Park Road, Schiller Park, Illinois 60176

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