

# UNOFFICIAL COPY

93602961

## INDEMNITY MORTGAGE

THIS INDEMNITY MORTGAGE INDENTURE ("Mortgage"), is made July 31, 1993, between FSC PAPER COMPANY, L.P., a Delaware limited partnership, 13101 South Pulaski Road, Alsip, Illinois 60658, herein referred to as "Mortgagor," and FSC CORPORATION, a Delaware corporation, c/o Dillon, Read & Co. Inc., 535 Madison Avenue, New York, New York 10022, herein referred to as "Mortgagee."

DEPT-01 RECORDING

\$47.50

TRASH TRAN 7674 08/02/93 17:00:00

93-93-602961

COOK COUNTY RECORDER

Area Space for Recorder's Use Only

THAT WHEREAS the Mortgagor is justly obligated to the Mortgagee under that certain Agreement of Purchase and Sale of Assets (the "Purchase Agreement") dated April 19, 1993, by and among Mortgagor, as seller, FSC Paper Corporation, a Delaware corporation, as the general partner of Mortgagor, and Mortgagee, as buyer, to perform the obligations described in the next succeeding sentence.

NOW, THEREFORE, the Mortgagor to secure:

(i) the payment and performance of the indemnification obligations of Mortgagor described in Article IX of the Purchase Agreement; *and*

(ii) the payment of any adjustment in the Purchase Price (as defined in the Purchase Agreement) which may be payable by Mortgagor pursuant to Section 1.08 of the Purchase Agreement, which payment and performance shall be in accordance with the terms, provisions and limitations set forth in the Purchase Agreement; *and*

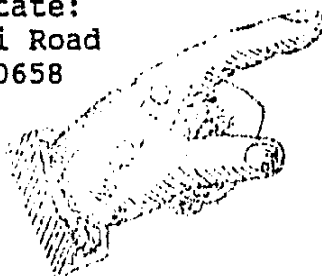
~~(iii) the payment of all future or further adjustments as shall be made at all times, regardless of whether made by Mortgagee, or its successors or assigns, to and for the benefit of Mortgagor, its successors or assigns, to the same extent as if~~

Permanent Real Estate Index  
Numbers: SEE EXHIBIT A-1  
ATTACHED HERETO

Address of Real Estate:  
13101 South Pulaski Road  
Alsip, Illinois 60658

This instrument was prepared  
prepared by and when recorded  
mail to:

Richard Sabella, Esq.  
Cahill Gordon & Reindel  
80 Pine Street  
New York, New York 10005



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~~such future adjustments were made on the date of the execution of this Mortgage.~~ The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed the lesser of: (a) the maximum principal sum permitted by the laws of the State of Illinois; or (b) the Aggregate Principal Amount Secured (as defined in Paragraph 12 of this Mortgage), and for reasonable attorneys' fees, service charges, liquidated damages, expenses and court costs incurred in the collection of any or all of such sums of money. Such further or future adjustments shall be considered obligatory advances and the same shall bear interest at the same rate as specified in the Purchase Agreement unless such interest rate shall be modified by subsequent agreement of the parties. The parties hereby acknowledge and intend that all adjustments including future adjustments whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law; and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, and grants to Mortgagee and the Mortgagee's successors and assigns, a continuing security interest in the following described real property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF AUSTIN, COUNTY OF COOK, AND STATE OF ILLINOIS ("Real Estate"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,

which Real Estate, with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, encumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with the Real Estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, storm doors and windows, floor coverings, awnings, and water heaters. All of the foregoing are declared to be a part of the Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate, and all other equipment (including, without limitation, the equipment comprising the tissue machine) and fixtures now or hereafter therein or thereon, and all insurance proceeds, awards or receipts resulting from the

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destruction, condemnation or sale of any of the foregoing [to the extent any of the foregoing would constitute personal property under the Uniform Commercial Code of the State of Illinois (as amended from time to time, the "Code"), collectively, the "Personal Property"].

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses, terms and conditions herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

1. In the event of the enactment after this date of any law of Illinois changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all such payments to constitute secured indebtedness additional to the indebtedness secured hereby.

2. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

3. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public



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office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.

4. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof or the Purchase Agreement, as the case may be.

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

6. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the provisions of Article IX and Section 1.08 of the Purchase Agreement, with interest thereon as herein provided; third, all indebtedness under Article IX and Section 1.08 of the Purchase Agreement; and fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.

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7. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

9. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

10. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Purchase Agreement or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the indebtedness secured hereby.

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11. As used herein, the term "indebtedness secured hereby" shall mean the aggregate of the obligations of Mortgagor set forth in clauses (i), (ii) and (iii) of pages one (1) and two (2) of this Mortgage, together with all additional indebtedness of Mortgagor arising under Paragraphs 1, 2 and 5 of this Mortgage.

12. The aggregate principal amount secured by this Mortgage (the "Aggregate Principal Amount Secured") shall be Sixty-Two Million Four Hundred Thousand and No/100 Dollars (\$62,400,000). Mortgagor and Mortgagee hereby acknowledge and agree that the Aggregate Principal Amount Secured represents only the maximum amount of the indebtedness secured hereby which Mortgagee shall be entitled to recover pursuant to the exercise of its remedies under this Mortgage and that the specification of said Aggregate Principal Amount Secured is not intended (a) to prohibit Mortgagee from pursuing all other remedies available to it at law or in equity in order to recover all loss and damage incurred by Mortgagee arising in connection with Mortgagor's failure to perform its obligations under Article IX and Section 1.08 of the Purchase Agreement or (b) to be an admission by Mortgagor that any amounts are due by Mortgagor pursuant to Article IX and Section 1.08 of the Purchase Agreement.

13. The maturity date of the obligations secured by this Mortgage is July 30, 1995 (the "Maturity Date").

14. (a) This Mortgage grants unto Mortgagee, as secured party, and shall constitute, a security agreement for the purposes of the Code, and shall create and evidence a security interest in all the Personal Property.

(b) Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage and any security instrument creating or evidencing the lien hereof upon the Personal Property, and each instrument of further assurance, including Uniform Commercial Code financing statements and continuation statements, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect, preserve and protect the lien hereof upon the Personal Property. Mortgagor hereby appoints and authorizes Mortgagee to act on behalf of Mortgagor upon Mortgagor's failure to comply with the provisions of this subparagraph 14(b).

(c) Upon the occurrence and continuance of any default by Mortgagor under this Mortgage, in addition to the remedies set forth above, Mortgagee shall have the power and right to take any action with respect to the Personal Property permitted under the Code including, without limitation, the power to foreclose Mortgagor's right of redemption in the Personal Property by sale of the Personal Property in accordance with the Code.

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15. All notices under this Mortgage shall be given in accordance with the provisions of Article XIV of the Purchase Agreement. It is expressly agreed by Mortgagor that any notice given to Mortgagee under the applicable terms of the Purchase Agreement shall be deemed to have been given to the Mortgagor for the purposes hereof.

16. (a) Mortgagor further acknowledges and hereby places all other secured and unsecured creditors of Mortgagor on constructive notice that the lien hereof is perfected as of the date of recording of this Mortgage and that said lien has priority over all future liens and encumbrances encumbering the Premises other than those liens and encumbrances described in subparagraph 16(b), notwithstanding the fact that the loss sustained by Mortgagee and secured by this Mortgage may occur and be incurred by Mortgagee at a date subsequent to the date of recordation of this Mortgage, in that Mortgagor has bound itself in the Purchase Agreement to compensate Mortgagee for all loss sustained by Mortgagee, and payments due and owing hereafter by Mortgagor to Mortgagee, under and pursuant to the Purchase Agreement to the extent provided in clauses (i), (ii) and (iii) on pages one (1) and two (2) hereof. Mortgagor hereby acknowledges and intends that: (i) all such loss sustained by Mortgagee, and payments due and owing by Mortgagor to Mortgagee, under the Purchase Agreement (all of the foregoing hereinabove in Paragraph 12 of this Mortgage collectively defined as the Aggregate Principal Amount Secured) shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law [735 ILCS 5/15-1302 (1993)]; and (ii) this Mortgage secures all such Aggregate Principal Amount Secured, regardless of whether Mortgagee has sustained any such loss, or any such payments are due and owing by Mortgagor to Mortgagee under the Purchase Agreement as of the date of recordation of this Mortgage, to the same extent as if all such Aggregate Principal Amount Secured were due and owing from Mortgagor to Mortgagee as of the date of recordation of this Mortgage.

(b) The lien of this Mortgage is subject and subordinate in all respects to: (i) any lien in favor of any bank or other financial institution which provides Additional Security (as defined in that certain Declaration of Condominium dated July 30, 1993, 1993, and recorded as Document No. 43602961 in the Cook County Recorder's Office on August 2, 1993, by FSC Paper Company, L.P. (the "Declaration")); capitalized terms used in this subparagraph 16(b) shall, unless otherwise defined, have the meanings ascribed thereto in the Declaration] for the benefit of Mortgagor pursuant to Section 6 of Article VI of the By-Laws but only to the extent such lien secures the obligations to repay or reimburse such bank or institution for amounts of such Additional Security actually applied under the provisions of Section 6 of Article VI of the By-Laws; (ii) the lien of unpaid Common Charges and all assessments for Common Expenses or Unit Expenses which become due and are unpaid; (iii) any lien for

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taxes, other governmental charges or other obligations, which lien by operation of law has priority over the lien hereof, including, without limitation, mechanics' and materialmen's liens and other statutory liens; (iv) any other lien which does not secure obligations for the payment of money; and (v) any lien which secures indebtedness incurred by Mortgagor in connection with the purchase of any property or equipment, provided, however, that (A) the lien described in this clause (v) is created solely for the purpose of securing the indebtedness incurred to finance, refinance or refund the cost (including sales and excise taxes, installation and delivery charges and other direct costs of, and other direct expenses paid or charged in connection with, such purchase) of the property or equipment subject thereto, (B) the principal amount of the indebtedness secured by such lien does not exceed 100% of such cost, and (C) such lien does not extend to or cover any other property or equipment other than such item of property or equipment.

(c) The term "lien" as used herein shall mean any lien, mortgage, pledge, encumbrance, charge or adverse claim affecting title or resulting in an encumbrance against real or personal property, or a security interest of any kind (including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest or to subordinate an interest or estate to the rights of another party).

17. The lien of this Mortgage shall automatically expire, except with respect to any claims asserted in the manner described in the immediately succeeding sentence, on the earlier of (a) the Maturity Date or (b) the date on which (i) the closing of a sale of the Tissue Unit (as defined in the Purchase Agreement) to a third party shall occur, or (ii) a long term lease shall be granted to a third party, pursuant to which such third party is granted exclusive use and occupancy of the Tissue Unit for a period in excess of seven (7) years; provided, however, that the date described in this clause (b) shall be at least one (1) year after the date hereof and prior written notice of such sale or lease shall have been provided to Mortgagee. All claims arising out of the obligations described in clauses (i), (ii) and (iii) on pages one (1) and two (2) of this Mortgage must be asserted by Mortgagee by filing a notice of lien with the Cook County Recorder's Office within the later to occur of (x) the Maturity Date, and (y) the date which is 30 days after the date on which Mortgagor shall have given written notice to Mortgagee of the closing of such sale or the granting of such lease; provided, however, that in the event the Cook County Recorder's Office shall, upon presentment thereof by Mortgagee, fail or refuse to file a notice of lien as contemplated by this Paragraph 17, then any such claim may be asserted by Mortgagee by giving written notice thereof to Mortgagor. Any claim not asserted as contemplated by the immediately preceding sentence shall be

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invalid and the lien therefor shall be deemed to be automatically released; provided, however, that such invalidity and release shall in no event prohibit Mortgagee from pursuing all other remedies available to it at law or in equity in order to recover all loss and damage incurred by Mortgagee arising in connection with Mortgagor's failure to perform its obligations under Article IX and Section 1.08 of the Purchase Agreement.

18. Mortgagee shall be entitled to pursue all remedies afforded to a mortgagee under and pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-11101 et seq. (1993)), as amended from time to time.

19. The Aggregate Principal Amount Secured is a business loan within the purview of Paragraph 205/4 of Chapter 815 of the Illinois Laws Compiled Statutes (815 ILCS 205/4 (1993)), or any substitute, amendment or replacement statutes, transacted solely for the purpose of carrying on or acquiring the business of the Mortgagor.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Mortgage as of the day first above-written.

MORTGAGOR:

FSC PAPER COMPANY, L.P., a Delaware limited partnership

By: FSC Paper Corporation, a Delaware corporation, General Partner

By:

*[Signature]*  
Its: VICE-PRESIDENT

MORTGAGEE:

FSC CORPORATION, a Delaware corporation

By:

*[Signature]*  
Bret E. Russell, President

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## EXHIBIT A

### Legal Description:

UNIT TISSUE UNIT IN ALSIP PAPER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL 1: THE WEST HALF OF THE SOUTHWEST QUARTER (EXCEPTING THE SOUTH 1870 FEET THEREOF AND ALSO EXCEPTING THE WEST 50 FEET THEREOF) AND EXCEPTING THAT PART TAKEN BY THE COUNTY OF COOK IN DEED RECORDED AS DOCUMENT NO. 24457221 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 2 (EXCEPT THE NORTH 20 FEET THEREOF AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND LOTS 3 AND 4 (EXCEPT THE NORTH 44 FEET THEREOF AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND EXCEPT THE NORTH 10 FEET OF THE SOUTH 17 FEET OF THE WEST 157.27 FEET OF SAID LOT 3) ALL IN BLUE ISLAND GARDENS, A SUBDIVISION OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED LAND: THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES AND EXCEPT THE WEST 1/11TH OF THAT PART OF SAID NORTHWEST QUARTER LYING WEST OF THE SAID 20 ACRES) OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 1 (EXCEPT THE SOUTH 560.00 FEET OF THE WEST 160.00 FEET) AND (EXCEPT THE NORTH 20 FEET THEREOF) AND EXCEPT THE SOUTH 17 FEET LYING EAST OF THE WEST 160 FEET THEREOF AS CONDEMNED IN CASE 78L4097) IN BLUE ISLAND GARDENS, A SUBDIVISION OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED LAND: THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES THEREOF AND EXCEPT THE WEST 1/11TH OF THAT PART OF SAID NORTHWEST QUARTER LYING WEST OF SAID EAST 20 ACRES) OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THE SOUTH HALF OF THE WEST 1/11TH OF THAT PART OF THE NORTHWEST QUARTER LYING WEST OF THE EAST 20 ACRES THEREOF, OF SECTION 35 EXCEPT THE NORTH 20.00 FEET THEREOF AND EXCEPT THE SOUTH 593.00 FEET THEREOF AND EXCEPT THE WEST 50.00 FEET THEREOF ALL IN TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND CONTAINING 5.654 ACRES MORE OR LESS.

THE SOUTH 593.00 FEET OF THE WEST 1/11TH OF THAT PART OF THE NORTHWEST QUARTER LYING WEST OF THE EAST 20 ACRES THEREOF, OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE SOUTH 33.00 FEET THEREOF, AND EXCEPT THE WEST 50.00 FEET THEREOF AND EXCEPT THAT PORTION OF THE LAND CONDEMNED IN CASE 78L4097 ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 2.07 ACRES MORE OR LESS.

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## EXHIBIT A - Continued

### Legal Description:

#### PARCEL 4:

THE SOUTH 80 FEET OF THE WEST 160 FEET (EXCEPT THE SOUTH 17 FEET THEREOF) OF LOT 1 IN BLUE ISLAND GARDENS SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1921 AS DOCUMENT 7070833, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'E' TO DECLARATION OF CONDOMINIUM BY PSC PAPER COMPANY, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED AS DOCUMENT NO. 93602961, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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## EXHIBIT A-1

PIN Nos.: A portion of each of 24-35-300-001,  
24-35-101-043,  
24-35-101-044,  
24-35-101-017,  
24-35-101-020, and  
24-35-101-003.

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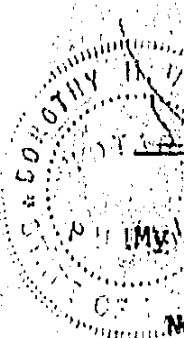


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STATE OF NY )  
COUNTY OF NY ) SS.

On this 31 day of July, 1993, before me, the undersigned, Notary Public in and for the State of NY, personally appeared William H. Johnson and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they <sup>is</sup> are the Vice President and \_\_\_\_\_ of FSC Paper Corporation, a Delaware corporation, the sole general partner of FSC Paper Company, L.P., a Delaware limited partnership, and that the instrument was signed on behalf of the corporation by authority of the corporation's board of directors, acting as the sole general partner of the partnership, and that the instrument was signed by the partnership; and that the foregoing officers ~~acknowledged~~ acknowledged execution of the instrument to be the voluntary act and deed of the corporation and the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County in the State aforesaid, the day and year first above written.

  
Dorothy M. Wigmore  
Notary Public

My commission expires:

DOROTHY M. WIGMORE  
Notary Public, State of New York  
No. 31-402898  
Qualified in New York County  
Commission Expires Oct. 31, 1993

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