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Cook County, IL

## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of May 2, 1994, between EMRO MARKETING COMPANY, a Delaware corporation, whose address is 500 Speedway Drive, Enon, Ohio 45323 ("Mortgagor"), and MARTIN OIL MARKETING, LTD., an Illinois limited partnership, whose address is 4501 West 127th Street, Alsip, Illinois 60658 ("Lender").

### RECITALS

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WHEREAS, Mortgagor is indebted to Lender in the principal sum of Fifty-One Million Three Hundred Thousand and 00/100 Dollars (\$51,300,000.00), which indebtedness is evidenced by a mortgage note dated of even date herewith and all modifications, substitutions, extensions and renewals thereof ("Note") providing for repayment of principal and interest and providing for a final payment of all sums due thereunder on May 1, 1997. The Note is incorporated herein by reference. In the event of any conflict between the terms of the Note and this Mortgage, the terms of the Note shall govern such conflict.

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COOK COUNTY RECORDER

### THE GRANT


TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest therein; the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note, all future advances and all other indebtedness of Mortgagor to Lender whether now or hereafter existing (collectively, the "Secured Indebtedness" or "Indebtedness") and also for other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, and mortgage to Lender the real estate ("Real Estate") located in the County of Cook, State of Illinois and described on Exhibit A, subject only to the covenants, conditions, easements and restrictions set forth on Exhibit B, if any ("Permitted Encumbrances");

TOGETHER WITH the following described property, all of which other property is pledged primarily on a parity with the Real Estate and not secondarily:

- (a) all buildings, structures, signs, billboards and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Real Estate ("Improvements"), together with any and all Personal Property (as defined in Paragraph (j) below), attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;

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(b) all estate, claim, demand, right, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Real Estate and Improvements; (iii) storm and sanitary sewer, septic, water, gas, electric, railway and telephone services relating to the Real Estate and Improvements; (iv) all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (v) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances, and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity;

(c) all leasehold estates, right, title and interest of Mortgagor in any and all leases, sub-leases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Real Estate and Improvements under the Leases or otherwise (collectively "Rents");

(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Premises (as defined below) now owned or hereafter acquired by Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;

(g) all rights of Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Real Estate or to the Improvements;

(h) all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services for or in connection with any construction

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undertaken on or services performed or to be performed in connection with the Real Estate or Improvements;

(i) all rights of Mortgagor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which Mortgagor has, with the prior written consent of the Lender, obtained the agreement of any person or entity to pay or disburse any money for Mortgagor's sale (or borrowing on the security) of the Premises or any part thereof;

(j) all right, title and interest of Mortgagor in and to all tangible personal property ("Personal Property"), owned by Mortgagor and now or at any time hereafter located in, on or at the Real Estate or Improvements or used or useful in connection with the ownership, improvement, and/or operations of the Real Estate or the Improvements, and any replacements thereof and/or substitutions therefor, including, but not limited to:

(i) all furniture, furnishings and equipment furnished by Mortgagor to the Real Estate or Improvements;

(ii) all building materials and equipment located upon the Real Estate and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Premises upon delivery thereto);

(iii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iv) all window, structural, maintenance and cleaning equipment and rigs;

(v) all furniture and equipment, including without limitation, tables, cash registers, chairs, planters, desks, shelves, lockers and cabinets, store fixtures, refrigerators, refuse containers, air compressors and store supplies and other furnishings;

(vi) all rugs, carpets and other floor coverings, curtains, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains and linens;

(vii) all lamps, chandeliers and other lights;

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(viii) all electronic and other equipment and materials; and

(ix) all right, title, and interest of Mortgagor in all other personal property owned and to be owned and used and to be used in connection with the improvement and/or operations of the Real Estate and/or the conduct of the business of Mortgagor thereupon, including, without limitation, communications equipment, business equipment, calculators, computers, office machines, books of account and records for each Premises (as defined below), screens, security systems, shades, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals, replacements or substitutions, whether or not attached to such Improvements. All such property owned by Mortgagor and placed by it on the Real Estate or used in connection with the operation or maintenance shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Real Estate and covered by this Mortgage. As to any of the property that is not part of such real estate or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code of the State of Illinois (the "Code"), this Mortgage shall be deemed to be a security agreement under the Code for the purpose of creating hereby a security interest in the Personal Property, which Mortgagor hereby grants to the Lender as "secured party" as defined in the Code. The enumeration of any specific items of Personal Property set forth herein shall in no way exclude or be held to exclude any items of property not specifically enumerated; provided, however, nothing contained herein shall be construed to grant Lender a security interest in any motor fuel, goods, stock in trade or other inventory held by Mortgagor for resale in the ordinary course of business or in any trademark or other intellectual property owned by Mortgagor;

(k) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Premises and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively, "Awards").

All of the foregoing are declared to be a part of the Real Estate whether physically attached or not. All similar apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by Mortgagor or its successors or assigns shall be considered as constituting part of the Real

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Estate. (All of the foregoing, together with the Real Estate and the Improvements are hereinafter referred to as the "Premises". If this Mortgage creates a lien on more than one (1) parcel of real property which are not contiguous, the references to "Real Estate" and "Premises" herein shall be deemed to mean each separate parcel, except as the context otherwise requires.)

To have and to hold the Premises unto Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Premises is located, which rights and benefits Mortgagor does hereby expressly release and waive.

## COVENANTS AND AGREEMENTS

1. Payment of Principal and Interest. Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.

2. Funds for Taxes

(a) Subject to applicable law, if requested by Lender upon an Event of a Default (as defined below), Mortgagor shall thereafter pay or cause to be paid to Lender on the first day of each month until the Note is paid in full, the following amounts (collectively "Funds"): a sum equal to all general and special real estate and property taxes and assessments (including condominium and planned unit development assessments, if any) and ground rents on the Premises, if any (collectively "Impositions") next due on the Premises, all as estimated by Lender, divided by the whole number of months to elapse before the month prior to the date when the next Impositions will become due and payable; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph, will result in a sufficient reserve to pay the Impositions next becoming due one month prior to the date when such Impositions are, in fact, due and payable, if any, all as are reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

(b) The Funds shall be held in escrow in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency ("depository account"). Lender shall apply the Funds to pay the Impositions, except that in the Event of Default, Lender may apply the Funds to the Secured Indebtedness as Lender sees fit. Lender shall not be required to pay any interest or earnings on the Funds unless otherwise required by law, in which case, all interest shall accrue in the depository account and Lender may charge for so holding and applying the Funds, analyzing the account or verifying and compiling assessments and bills. The Funds are pledged as additional security for the sums secured by this Mortgage. The Funds are for the benefit of Mortgagor and Lender only and no third party shall have any right to or interest in the Funds or the application thereof.

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(c) If the amount of the Funds held by Lender shall not be sufficient to pay the Impositions and insurance premiums as they fall due, Mortgagor shall immediately pay or cause to be paid to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

(d) Upon payment in full of all Secured Indebtedness, Lender shall promptly refund to Mortgagor, or to any person to whom Mortgagor directs, any Funds then held by Lender.

3. Application of Payments. Unless prohibited by applicable law all payments received by Lender under this Mortgage, the Note, any other mortgage and security agreements securing the Secured Indebtedness, and all other documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness (collectively, and as amended, modified or extended, the "Loan Documents") shall be applied by Lender first to payments required from Mortgagor to Lender under Paragraph 2, then to any sums advanced by Lender pursuant to any of the Loan Documents to protect the security of this Mortgage or any of the other Loan Documents and any costs or expenses in connection therewith, then to interest payable on the Note and then to Note principal (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity).

Any applications to principal of Awards shall not extend or postpone the due date of any installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.

4. Prior Encumbrances; Liens. Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") creating a lien having priority over this Mortgage, including Mortgagor's covenants to make payments when due. Any act or omission of Mortgagor which, with the giving of notice or the passage of time would constitute a default or event of default under any Prior Encumbrance, shall be a default under this Mortgage. Mortgagor shall promptly deliver to Lender all notices given or received of any defaults or events of default under any Prior Encumbrance. Although this Paragraph requires Mortgagor to comply with Prior Encumbrances, it does not entitle Mortgagor to create or allow a Prior Encumbrance that would be otherwise prohibited by this Mortgage, such as Prohibited Transfers under Paragraph 16, or prohibited by the other Loan Documents.

Mortgagor shall keep the Premises free from mechanics' and all other encumbrances and liens (except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable); provided, however, that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien and, pending such contest, Mortgagor shall not be deemed to be in default hereunder if Mortgagor shall first deposit with Lender a bond or other security satisfactory to Lender in the amount of one hundred fifty percent (150%) of the amount of such lien. Mortgagor shall pay the disputed amount and all interest and penalties due in respect thereof on or before the date any adjudication of the validity or amount thereof becomes final and, in any event, no less than thirty (30) days prior

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to any foreclosure sale of the Premises or the exercise of any other remedy by such claimant against the Premises.

5. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges and fines attributable to the Premises. Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest.

6. Representations and Warranties. As of the date hereof and at all times until the Secured Indebtedness has been paid in full or otherwise satisfied, Mortgagor represents and warrants to Lender that the following are true, correct and complete:

(a) Incorporation; Standing. Mortgagor (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) has all requisite power to own its properties and conduct its business as now conducted and as presently contemplated, and (iii) is in good standing as a corporation and is duly authorized to do business in the jurisdiction where the Premises is located.

(b) Authorization. The execution, delivery and performance of this Mortgage and the other Loan Documents by Mortgagor and the transactions contemplated hereby and thereby (i) are within the authority of Mortgagor, (ii) have been duly authorized by all necessary proceedings on the part of Mortgagor, (iii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which Mortgagor is subject or any judgment, order, writ, injunction, license or permit applicable to Mortgagor, (iv) do not conflict with any provision of the certificate of incorporation or bylaws of, or any material agreement or other instrument binding upon, Mortgagor, and (v) do not and will not result in or require the imposition of any lien or other encumbrance on any of the properties, assets or rights of Mortgagor, other than the liens and encumbrances arising under or created by the Loan Documents.

(c) Enforceability. The execution and delivery of this Mortgage and the other Loan Documents to which Mortgagor is a party will result in valid and legally binding obligations of the Mortgagor, enforceable against Mortgagor in accordance with the respective terms and provisions hereof and thereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(d) Governmental Approvals. Except as contemplated in Section 1.2(b) of the Note, the execution, delivery and performance by Mortgagor of this

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Mortgage and the other Loan Documents and the transactions contemplated hereby and thereby do not require the approval or consent of, or filing with, any governmental agency or authority other than those already obtained and the filing of this Mortgage and related financing statements in the appropriate records office with respect thereto.

(e) Franchises, Patents, Copyrights, Etc. Mortgagor possesses all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted without known conflict with any rights of others.

(f) Litigation. There are no actions, suits, proceedings or investigations of any kind pending or, to the best of Mortgagor's actual knowledge, threatened against Mortgagor before any court, tribunal or administrative agency or board that, if adversely determined, might, either in any case or in the aggregate, materially adversely affect the properties, assets, financial condition or business of Mortgagor to carry on business substantially as now conducted by it, or result in any substantial liability not adequately covered by insurance, or for which adequate reserves are not maintained on the balance sheet of Mortgagor, or which question the validity of this Mortgage or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which will adversely affect the ability of Mortgagor to pay and perform the Secured Indebtedness in the manner contemplated by this Mortgage and the other Loan Documents.

(g) No Materially Adverse Contracts, Etc. Mortgagor is not subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation that has or is expected in the future to have a materially adverse effect on the business, assets or financial condition of Mortgagor and is not a party to any contract or agreement that has or is expected to have any materially adverse effect on the business of Mortgagor.

(h) Compliance with Other Instruments, Laws, Etc. Mortgagor is not in violation of any provision of its certificate of incorporation, by-laws, or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, law, statute, license, rule or regulation, in any of the foregoing cases in a manner that could result in the imposition of substantial penalties or materially and adversely affect the financial condition, properties or business of Mortgagor.

(i) Tax Status. Mortgagor has (i) made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and by appropriate proceedings, and (iii) set aside on its books provisions reasonably adequate for

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the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. Mortgagor has not failed to pay any taxes claimed to be due by the taxing authority of any jurisdiction, and such failure does and will not have any material and adverse effect on the business of Mortgagor.

(j) Absence of UCC Financing Statements, Etc. Except for those in favor of Lender there is no financing statement, security agreement, chattel mortgage, real estate mortgage or other document filed or recorded with any filing records, registry, or other public office, that purports to cover, affect or give notice of any present or possible future lien on, or security interest in, the Premises or rights thereunder.

(k) Financial Statements. All financial statements of Mortgagor and any corporate parent delivered to Lender are true and correct and fairly present the current financial condition of Mortgagor and such corporate parent. Such financial statements state all contingent liabilities, and as of the date of this Mortgage, there are no unrealized or anticipated losses from any commitments or obligations of Mortgagor or such corporate parent.

(l) Ownership of Mortgagor. Mortgagor is a wholly-owned subsidiary of Marathon Oil Company ("Marathon"). Marathon is a wholly-owned subsidiary of USX Corporation ("USX").

7. Covenants. In addition to the other covenants contained herein, Mortgagor agrees to comply with the following:

(a) Notice of Defaults. Mortgagor will promptly notify Lender in writing of the occurrence of any Event of Default or the occurrence of any event which with the passage of time or upon notice or both may constitute an Event of Default. If any person or entity shall give any notice or take any other action in respect of a claimed default (whether or not constituting an Event of Default) under this Mortgage or under any note, evidence of indebtedness, indenture or other obligation to which or with respect to which Mortgagor is a party or obligor, whether as principal or surety, and such default would permit the holder of such note or obligation or other evidence of indebtedness to accelerate the maturity thereof, which acceleration would have a material adverse effect on Mortgagor, Mortgagor shall forthwith give written notice thereof to Lender, describing the notice or action and the nature of the claimed default.

(b) Notification of Claims. Mortgagor will, immediately upon becoming aware thereof, notify Lender in writing of any setoff, claims (including, with respect to the Premises, environmental claims), withholdings or other defenses to which any of the Premises, or Lender's rights with respect to the Premises, are subject.

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(c) Notice of Litigation and Judgments. Mortgagor will give notice to Lender in writing within fifteen (15) days of becoming aware of any litigation or proceedings threatened in writing or any pending litigation and proceedings affecting Mortgagor or involving the Premises that could reasonably be expected to have a materially adverse effect on Mortgagor or the Premises, and stating the nature and status of such litigation or proceedings. Mortgagor will give notice to Lender, in writing, in form and detail satisfactory to Lender, within ten (10) days of any judgment not covered by insurance, final or otherwise, against Mortgagor in an amount in excess of One Million and 00/100 Dollars (\$1,000,000.00).

(d) Alterations. Without prior written notice to Lender, Mortgagor may not make any alterations, additions, restorations, changes, replacements or installations ("Alterations") which in the aggregate exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) unless required by law. Mortgagor in making any permitted Alteration shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities having jurisdiction, with any direction pursuant to law of any public officer thereof and with all regulations of any board of fire underwriters having jurisdiction. Mortgagor shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of the Alterations. At least thirty (30) days prior to commencing any permitted Alteration, Mortgagor shall give Lender notice of its intent to proceed, copies of any plans necessary to obtain a building permit and satisfactory evidence of Mortgagor's source of funds for the entire cost of such Alteration.

(e) Further Assurances. Mortgagor will cooperate with Lender and take such action and execute such further instruments and documents as Lender shall reasonably request to carry out to its satisfaction the transactions contemplated by this Mortgage and the other Loan Documents.

## 8. Hazardous Materials Covenants and Indemnification.

(a) Definitions. The following definitions shall apply for purposes of this Paragraph 8:

(i) "Environmental Laws" shall mean and include each and every federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereafter enacted, promulgated or issued, with respect to any Hazardous Materials (as hereinafter defined), drinking water, groundwater, wetlands, flood plains, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass

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each of the following statutes and regulations promulgated thereunder as well as any amendments and successors to such statutes and regulations and new laws, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. § 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (iii) Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. § 2061 et seq.); (v) the Clean Water Act (33 U.S.C. § 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. § 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. § 1101 et seq.); and (xi) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.).

(ii) "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

(A) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;

(B) "hazardous waste" and "regulated substances" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

(C) "hazardous materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(D) "chemical substance or mixture" as defined in the Toxic Substances Control Act, as

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amended, and regulations promulgated thereunder;  
and,

(E) "hazardous waste" as defined in the Illinois Environmental Protection Act, as amended, and regulations promulgated thereunder, and "hazardous substance" as defined in the Illinois Environmental Protection Act, as amended, and regulations promulgated thereunder;

(iii) "Indemnified Parties" shall mean Lender, Lender's partners, and their respective directors, officers and employees and their permitted successors and assigns of any of them; and "Indemnified Party" shall mean any one of the Indemnified Parties.

(iv) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, or discarding, burying, abandoning, or disposing into the environment.

(v) "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the environment which may result from such Release.

(b) Environmental Covenants. Mortgagor covenants and agrees with Lender that Mortgagor shall:

(i) comply with all Environmental Laws;

(ii) not store (except in compliance with all Environmental Laws pertaining thereto), handle, process, dispose of, generate, Release or allow the Release of any Hazardous Materials from or onto the Premises or from or onto any adjacent property, and in the event of a Release will make the required emergency response notices;

(iii) cause or permit to be located on the Premises from and after the date hereof any underground tank or other storage receptacle for Hazardous Materials except in full compliance with Environmental Laws;

(iv) neither directly nor indirectly transport or arrange for the transport of any Hazardous Materials (except in compliance with all Environmental Laws pertaining thereto); and

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(v) upon the request of Lender, take all such action (including, without limitation, the conducting of environmental assessments at the sole expense of Mortgagor in accordance with subparagraph (d) hereof) to confirm that no Hazardous Materials are stored, Released or disposed of on the Premises from and after the date hereof except in compliance with this Mortgage.

(c) Environmental Indemnity. Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts acceptable to Lender) and hold each Indemnified Party harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees and disbursements incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against such Indemnified Party or the Premises and arising directly or indirectly from or out of: (i) the Release or Threat of Release from and after the date hereof of any Hazardous Materials on, in, under or affecting all or any portion of the Premises or any surrounding areas, regardless of whether or not caused by or within the control of Mortgagor; (ii) the violation arising from and after the date hereof of any Environmental Laws relating to or affecting the Premises or Mortgagor, whether or not caused by or within the control of Mortgagor; (iii) the failure of Mortgagor to comply fully with the terms and conditions of this Paragraph 8; (iv) the violation of any Environmental Laws in connection with other real property of Mortgagor which gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any Environmental Laws; (v) the enforcement of this Paragraph 8, including, without limitation (A) the costs of assessment, containment and/or removal of any and all Hazardous Materials from all or any portion of the Property or any surrounding areas, (B) the costs of any actions taken in response to a Release or Threat of Release of any Hazardous Materials on, in, under or affecting all or any portion of the Premises or any surrounding areas to prevent or minimize such Release or Threat of Release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and (C) costs incurred to comply with the Environmental Laws in connection with all or any portion of the Property or any surrounding areas. Lender's rights under this Paragraph shall be in addition to all other rights of Lender under this Mortgage and the other Loan Documents and payments by Mortgagor under this Paragraph shall not reduce Mortgagor's obligations and liabilities under any of the Loan Documents.

Notwithstanding anything to the contrary contained in this Paragraph 8, the liability of Mortgagor under this subsection (c) shall be subject to any applicable indemnification obligations

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of Lender as contained in the Purchase and Sale Agreement, dated April 20, 1994, between Mortgagor and Lender.

(d) Notice to Lender. If Mortgagor receives any notice or obtains knowledge of (i) any potential or known Release or Threat of Release of any Hazardous Materials at or from the Premises, notification of which must be given to any governmental agency under any Environmental Law, or notification of which has, in fact, been given to any governmental agency, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Premises (an "Environmental Complaint") from any person or entity (including, without limitation, the Environmental Protection Agency), then Mortgagor shall immediately notify Lender orally and in writing of said Release or Threat of Release or Environmental Complaint. Upon such notification, in the event Mortgagor has not done so after Lender's request, Lender may, at its election without regard to whether an Event of Default has occurred, obtain one or more environmental assessments of the Premises prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by Lender which evaluates or confirms (A) whether any Hazardous Materials are present in the soil or water at or adjacent to the Premises, and (B) whether the use and operation of the Premises comply with all Environmental Laws. Environmental assessments may include detailed visual inspections of the Premises, including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Premises and the use and operation thereof with all applicable Environmental Laws. All such environmental assessments shall be at the cost and expense of Mortgagor.

(e) Assignability and Transferability. It is agreed and intended by Mortgagor and Lender that the covenants and indemnity set forth above in subparagraphs (b) and (c) of this Paragraph 8 may be assigned or otherwise transferred by Lender to its affiliates or to any holder of the Note, or to such holder's successors and assigns without notice to Mortgagor and without any further consent of Mortgagor. To the extent consent to any such assignment or transfer is required by law, advance consent to any such assignment or transfer is hereby given by Mortgagor in order to maximize the extent and effect of the covenants and indemnity given hereby.

9. Use, Preservation and Maintenance of Premises. Mortgagor shall keep the Premises in good condition and repair and shall not commit waste or permit impairment or deterioration of the Premises, ordinary wear and tear excepted. Other than motor vehicle fuel, oil, kerosene and propane, Mortgagor shall not allow, store, treat or dispose of any Hazardous Materials, nor permit the same to exist or be stored, treated or disposed of, from or upon the Premises except in accordance with all applicable laws. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Premises which may become

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damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Premises, including all zoning, environmental, disability, health and safety laws and regulations. Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Premises. Mortgagor shall: (a) suffer or permit no change in the zoning of the Premises or the general nature of the occupancy of the Premises; (b) pay when due all operating costs of the Premises; (c) except as permitted hereunder, not do anything whatsoever to depreciate or impair the value of the Premises or the security of this Mortgage; (d) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements; and (e) cause the Premises to be managed in a competent and professional manner.

10. Protection of Lender's Security. Upon an Event of Default, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Premises, then Lender, at Lender's option, upon five (5) days' prior notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including (a) making repairs, (b) discharging Prior Encumbrances in full or part, (c) paying, settling, or discharging tax, mechanics' or other liens, to the extent that they are due and payable, (d) procuring casualty and liability insurance, and (e) renting, operating and managing the Premises and paying operating costs and expenses, including management fees to third parties, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 10 shall be a part of the Secured Indebtedness and shall bear interest at the Default Interest Rate. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 10.

11. Inspection of Premises and Books and Records. Upon reasonable prior notice, Mortgagor shall permit Lender and its representatives and agents to inspect the Premises from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall provide financial information regarding the Premises and its operations upon Lender's request and shall keep and maintain full and correct books and records. From time to time upon not less than three (3) days demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records at Mortgagor's principal office.

12. Self-Insurance. Mortgagor shall keep in force and effect a self-insurance program providing (a) Fire and Extended Coverage equal to the full replacement cost for buildings, fixtures and equipment on the Premises; Mortgagor's interest in any leasehold improvements; the increased cost of reconstruction to conform with current code or ordinance requirements; and the cost of debris removal in the amount of Fifteen Million Dollars (\$15,000,000.00) per occurrence, and (b) Commercial General Liability Coverage -- Bodily Injury and Property Damage -- for premises/operations; explosion and collapse hazard; underground hazard;

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products/completed operations hazard; contractual insurance; broad form property damage; independent contractors; personal injury; medical expense; and fire damage in the amount of Fifty Million Dollars (\$50,000,000) per occurrence. Upon request from Lender, Mortgagor shall deliver evidence that Lender has been named as an additional insured under the aforescribed self-insurance programs for liabilities arising out of all matters covered under the self-insurance programs until the Indebtedness has been satisfied.

13. Condemnation. If any portion of the Premises shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority, quasi-governmental authority, any party having the power of condemnation, or any transfer by private sale in lieu thereof), either temporarily or permanently, then Mortgagor shall promptly commence, appear in and prosecute any action or proceeding relating to any condemnation or other taking of the Premises and to settle or compromise any claim in connection with such condemnation or other taking; provided, however, Mortgagor shall not settle or compromise any claim in connection with any condemnation or taking of a material portion of the Premises without Lender's prior written consent. Upon Mortgagor's failure to take such action, Mortgagor authorizes Lender, at Lender's option, as attorney in fact for Mortgagor, to take such action in Lender's or Mortgagor's name. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of the Premises, or material part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender in reduction of the Note. Mortgagor authorizes Lender to apply such awards, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, if Mortgagor has not appeared in such action, at Lender's option, to restoration or repair of the Premises or to payment of a portion of the Secured Indebtedness, whether or not then due, with the balance, if any, to Mortgagor. Mortgagor agrees to execute such further assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or injury that Lender may require.

14. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Code with respect to all fixtures and Personal Property, and all replacements and substitutions, now or hereafter, located on the Premises as set forth in the description of the Premises above, and with respect to all Awards, and all Funds and other sums which may be deposited with Lender Pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor, as debtor, hereby grants to Lender, as secured party, a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any of the Collateral which constitute "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Lender any other financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least ten (10) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

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Whenever there exists an Event of Default hereunder, Mortgagor shall, promptly upon request by Lender, assemble the Collateral and make it available to Lender at such place or places, reasonably convenient for both Lender and Mortgagor, as Lender shall designate. Without limiting the foregoing, whenever there exists an Event of Default hereunder, Lender may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (a) notify any person obligated on the Collateral to perform directly for Lender its obligations thereunder, (b) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (c) take control of any proceeds of the Collateral, (d) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (e) sell any or all of the Collateral, free of all rights and claims of Mortgagor therein and thereto, at any public or private sale, and (f) bid for and purchase any or all of the Collateral at any such sale. Any proceeds of any disposition by Lender of any of the Collateral may be applied by Lender to the payment of expenses in connection with the Collateral, including attorney's fees and legal expenses, and any balance of such proceeds shall be applied by Lender toward the payment of such of the Secured Indebtedness and in such order of application as Lender may from time to time elect. Lender may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. Mortgagor hereby constitutes Lender its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Event of Default and, as Lender in its sole discretion deems necessary or proper, to execute and deliver all instruments required by Lender to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

15. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Any extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, Mortgagor's liability. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 10 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

16. Prohibitions on Transfer of the Premises or of an Interest in Mortgagor. Unless a Parcel Release Payment (as defined in Paragraph 26) has been paid in full or proceeds of a condemnation have been delivered to Lender as provided in Paragraph 13, it shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lease,

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license, lien (except liens being duly contested as permitted by this Mortgage), pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise (collectively a "Transfer"), of (a) the Premises or any part thereof or interest therein, or (b) all or a portion of the stock of Mortgagor that results or could result in a material change in the identity of the person(s) or entity(ies) previously in control of Mortgagor unless such control remains in USX or any of its affiliates (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable as provided in Paragraph 17.

17 Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note, this Mortgage, or any other Loan Document and such failure continues for a period of five (5) days after the effective date of notice thereof given by Lender to Mortgagor;

(b) Mortgagor's failure to perform or observe any other covenant, agreement, or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 17) or any other Loan Document or any breach of any representation or warranty in any Loan Document and such failure or breach continues for a period of fifteen (15) days after the earlier of Mortgagor's becoming aware of such failure or breach or the effective date of notice thereof given by Lender to Mortgagor; provided however, that this grace period shall not apply to the other sub-paragraphs of this Paragraph 17;

(c) A Prohibited Transfer occurs;

(d) Mortgagor or any corporate parent shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Code or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or any corporate parent or for any part of the Premises or any substantial part of the Mortgagor's or any corporate parent's other property; (iii) make any assignment for the benefit of Mortgagor's or any corporate parent's creditors; (iv) fail generally to pay Mortgagor's or any corporate parent's debts as they become due; or (v) a court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor or any corporate parent in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law which decree or order is not dismissed within thirty (30) days;

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(e) All or a substantial part of the assets of Mortgagor or any corporate parent are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(f) (i) The dissolution or termination of existence of Mortgagor;  
(ii) the amendment or modification in any respect of Mortgagor's corporate resolutions or its certificate of incorporation or bylaws that would materially and adversely affect Mortgagor's performance of its obligations under this Mortgage or the other Loan Documents;

(g) This Mortgage shall not constitute a valid first lien on and security interest in the Premises (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

(h) The business of Mortgagor conducted on the Premises is terminated or voluntarily suspended or the Premises are abandoned, other than suspension of business for not longer than one hundred eighty (180) consecutive days for purposes of renovation of the Premises;

(i) Mortgagor shall fail to pay at maturity, or within any applicable period of grace, any obligation for borrowed money or credit received in an amount equal to or greater than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) or fail to observe or perform any term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing borrowed money or credit received in an amount equal to or greater than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for such period of time as would permit (assuming the giving of appropriate notice is required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof, or which materially and adversely affects the Premises;

(j) There shall remain in force, undischarged, unsatisfied and unstayed, for more than thirty (30) days, whether or not consecutive, any uninsured final judgment against Mortgagor, that, with other outstanding uninsured final judgments, undischarged, against Mortgagor exceeds in the aggregate One Million and 00/100 Dollars (\$1,000,000.00), or which materially and adversely affects the Premises;

(k) Any suit or proceeding shall be filed against Mortgagor or the Premises which is noted in the audited financial statements of Marathon or USX and in the good faith business judgment of Lender based on the information available to Lender, if adversely determined, would have a materially adverse affect on the ability of Mortgagor to perform each and every one of its obligations under and by virtue of this Mortgage and the other Loan Documents;

(l) Any of the Loan Documents shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms thereof or as permitted

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by this Mortgage or with the express prior written agreement, consent or approval of Lender, or any action at law, suit or in equity or other legal proceeding to cancel, terminate, revoke or rescind any of the Loan Documents shall be commenced by or on behalf of Mortgagor, or any court or competent jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

(m) The occurrence of any "Event of Default" or "Default" under and as defined in any of the Loan Documents.

18. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING TITLE REPORTS AND APPRAISALS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PREMISES SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR OR AS A COURT MAY DIRECT.

19. Appointment of Receiver. Upon acceleration under Paragraph 18, and without further notice to Mortgagor, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Premises and to collect the Rents from the Premises including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Premises and collection of Rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received.

20. Indemnification. Mortgagor agrees to indemnify, defend and hold harmless Lender and each of its directors, officers, partners, affiliates, employees, agents and attorneys from and against any and all claims, actions and suits whether groundless or otherwise, and from and against any and all liabilities, losses, damages and expenses of every nature and character arising out of this Agreement or other Loan Documents or the transactions contemplated hereby including, without limitation, (a) any condition of the Premises arising from any event or happening occurring from and after the acquisition of the Premises by Mortgagor, (b) Mortgagor entering into or performing this Agreement or the other Loan Documents, or Mortgagor failing

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to perform any of its obligations under this Agreement or the other Loan Documents, or (c) any actual or alleged violation of any law, ordinance, code, order, rule, regulation, approval, consent, permit or license relating to the Premises, in each case including, without limitation, reasonable fees and disbursements of attorneys incurred in connection with any such investigation, litigation or other proceeding. In litigation, or the preparation therefor, Lender shall be entitled to select its own counsel and, in addition to the foregoing indemnity, Mortgagor agrees to pay promptly the reasonable fees and expenses of such counsel. If, and to the extent that the obligations of Mortgagor under this Section 20 are unenforceable for any reason, Mortgagor hereby agrees to such obligations which are permissible under applicable law. In the event of any conflict between the terms of Paragraph 8 of this Agreement and this Paragraph, the terms of Paragraph 8 shall govern such conflict.

21. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and permitted assigns of Lender and Mortgagor.

22. Excess Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor or Guarantor which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor on the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

23. Legislation Affecting Lenders' Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Lender, at its option and upon fifteen (15) days prior written notice, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 18; provided, however, if such legislation affects the Premises, Mortgagor may pay the Parcel Release Payment as to such Premises in accordance with Section 26 hereof.

24. Notice. Any notice that Lender or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient at its address set forth below or at such other address as such party may in writing designate to the other:

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Lender: Martin Oil Marketing, Ltd.  
4501 West 127th Street  
Alsip, Illinois 60658  
Attention: Thomas A. Floyd

with a copy to: Wildman, Harrold, Allen & Dixon  
225 W. Wacker Drive, Suite 2800  
Chicago, Illinois 60606-1229  
Attention: Michael Dockterman

Mortgagor: Emro Marketing Company  
500 Speedway Drive  
Enon, Ohio 45323  
Attention: Vice President - Finance and Administration

with a copy to: Emro Marketing Company  
500 Speedway Drive  
Enon, Ohio 45323  
Attention: Senior Counsel

Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed in the United States mail, certified or registered, postage prepaid, return receipt requested, on the third business day after deposit in the mail, (iii) if telexed, telegraphed or telecopied, six (6) hours after being dispatched by telex, telegram or telecopy, if such sixth hour falls on a business day within the hours of 8:00 a.m. through 5:00 p.m. of the time in effect at the place of receipt, or at 8:00 a.m. on the next business day thereafter if such sixth hour is later than 5:00 p.m., or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier. Any party hereto may change the address to which notices are given by notice as provided herein.

25. Governing Law; Severability. The laws of the State of Illinois shall govern the interpretation and enforcement of this Mortgage. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. If any provision or clause of this Mortgage, or the application thereof, is adjudicated to be invalid or unenforceable, the validity or enforceability of the remainder of this Mortgage shall be construed without reference to the invalid or unenforceable provision or clause.

26. Release. Upon payment and performance of all Secured Indebtedness, Lender shall release this Mortgage. Notwithstanding anything to the contrary contained herein, Mortgagor may obtain a partial release of this Mortgage with respect to a portion or all of the Premises provided (a) Mortgagor shall give notice to Lender of the portion of the Premises to be released at least fifteen (15) days before the desired release date, and (b) on or before such release date Mortgagor shall have paid Lender in full the release price set forth on Exhibit A

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("Parcel Release Payment") for the portion of the Premises to be released. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

27. Waivers. Mortgagor agrees to the full extent permitted by law, that in case of an Event of Default hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and Mortgagor, for Mortgagor and all who may at any time claim through or under Mortgagor, hereby waives to the fullest extent that Mortgagor may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver, expressed or implied, by Lender to or of any Event of Default shall be deemed or construed to be a consent or waiver to or of any other Event of Default. Failure on the part of Lender to complain of any act or failure to act which constitutes an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of Lender's rights hereunder or impair any rights, powers or remedies consequent on any Event of Default. No act or omission of Lender shall preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments, executed by Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the Secured Indebtedness or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings (including, without limitation, the restrictions upon transfer contained in Paragraph 16). Mortgagor covenants and agrees that, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Mortgagor, Mortgagor shall not seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to 11 U.S.C. § 105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender with respect to the Secured Indebtedness.

28. Business Loan. Mortgagor hereby represents and warrants that: (a) the loan evidenced by the Note constitutes a loan described in 815 ILCS 205/4(1)(a) and (l); (b) the Loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. §1601, et seq.; and (c) the proceeds of the Indebtedness will not be used for the purchase of registered equity securities

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within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

29. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

30. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act.

If any Mortgage provision shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

31. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage not including sums advanced for Impositions and insurance premiums, to protect the security of this Mortgage or under Paragraph 20 hereof, exceed the stated principal amount of the Note plus Twenty Million and 00/100 Dollars (\$20,000,000.00).

32. Jurisdiction. LENDER MAY ENFORCE ANY CLAIM ARISING OUT OF THIS MORTGAGE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THE LOAN DOCUMENTS, IN ANY STATE OR FEDERAL COURT HAVING SUBJECT MATTER JURISDICTION AND LOCATED IN CHICAGO, ILLINOIS. FOR THE PURPOSE OF ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO ANY SUCH CLAIM, MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS. MORTGAGOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH

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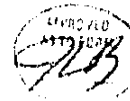
COURT LOCATED IN CHICAGO, ILLINOIS, AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

EMRO MARKETING COMPANY

By:

*[Signature]*  
Its \_\_\_\_\_ President



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

Jeffrey P. Gray  
WILDMAN, HARROLD, ALLEN & DIXON  
225 West Wacker Drive  
Chicago, Illinois 60606-1229



Property of Cook County Clerk's Office

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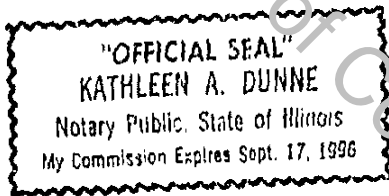
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STATE OF ILLINOIS    )  
                                  )    SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that R.N. Yammine, the above named President of EMRO MARKETING COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act 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 2nd day of May, 1994.



Kathleen A. Dunne  
Notary Public

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EXHIBIT A 24-09-220-033

SITE NO. 2

9800 SOUTH CICERO AVENUE  
OAK LAWN, ILLINOIS

The East 128.25 feet of the West 100.25 feet of the East 238.25 feet (except the North 33 feet thereof) of the South 1/5 of the North 5/8 of the South 1/2 of the East 1/4 of the Northeast 1/4 of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY TAX NO.: 24-09-220-019  
24-09-220-033

Parcel Release Payment: \$1,921,301.00

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Property of Cook County Clerk's Office

11/1/2023

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EXHIBIT A

SITE NO. 24

2303 SOUTH WESTERN AVENUE  
CHICAGO, IL

AND  
LOTS 25, 26, 27, 28, 29 IN HENRY C. CHILD'S SUBDIVISION OF BLOCK 3 IN LAUGHTON AND RICE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THOSE PARTS OF SAID LOTS LYING WEST OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 TAKEN FOR WIDENING WESTERN AVENUE), IN COOK COUNTY, ILLINOIS.

TOTAL NET AREA: 14,059.44 SQ. FT.

COMMONLY KNOWN AS: 2308 SOUTH WESTERN AVENUE, CHICAGO, ILLINOIS.

Property Tax No.: 17-30-108-002  
17-30-108-003  
17-30-108-004  
17-30-108-005  
17-30-108-006  
17-30-108-007

Parcel Release Payment: \$2,444,388.00

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EXHIBIT A

SITE NO. 38

5800 SOUTH HARLEM AVENUE  
SUMMIT, IL

Lots 1, 2, 3 and 4 (except the East 17 feet of said Lots 1, 2, 3 and 4) in Block 109 in the Re-subdivision of Frederick H. Bartlett's Seventh Addition to Bartlett Highlands, being a subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 18-13-226-039

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Parcel Release Payment: \$1,538,894.00

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EXHIBIT A

SITE NO. 44

119 SOUTH CICERO AVENUE  
CHICAGO, IL

Lots 25, 26, 27 and 28 and the West 8 feet of Lot 29 in Block 3 in Hobart's  
Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 39  
North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 16-15-104-023  
16-15-104-025  
16-15-104-026

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Parcel Release Payment: \$755,856.00

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EXHIBIT A

SITE NO. 47

3401 SOUTH CALIFORNIA  
CHICAGO, IL

## LEGAL DESCRIPTION:

That part of the Northeast 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at a point 50 feet East of the West line of said Northeast 1/4 and 183 feet North of the South line of said Northeast 1/4; thence North along a line 50 feet East of the West line of said Northeast 1/4 to its intersection with a line parallel with the South line of said Northeast 1/4 and drawn from a point of intersection of the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal with a line 33 feet East of the West line of said Northeast 1/4; thence East along a line parallel to the South line of said Northeast 1/4, a distance of 153 feet; thence South along a line parallel with the West line of said Northeast 1/4, a distance of 625.32 feet to a point 33 feet North of the South line of said Northeast 1/4; thence West along a line parallel with the South line of said Northeast 1/4, a distance of 20 feet; thence North along a line parallel with the West line of said Northeast 1/4, a distance of 150 feet; thence West along a line parallel with the South line of said Northeast 1/4, a distance of 133 feet to the place of beginning, in Cook County, Illinois.

Property Tax No.: 16-36-200-042  
16-36-200-043

Parcel Release Payment: \$4,063,661.00

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EXHIBIT A

SITE NO. 54

3354 NORTH DAMEN AVENUE  
CHICAGO, IL

Lots 1 and 2 in Block 16 in C. T. Yerkes Subdivision of Blocks 33, 34, 35, 36, 41, 42, 43 and 44 in the Subdivision of Section 19, Township 40 North, Range 14 East of the Taped Principal Meridian (except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof), in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 14-19-323-009

Parcel Release Payment: \$1,174,380.00

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Property of Cook County Clerk's Office



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EXHIBIT A

SITE NO. 55

503 SOUTH MANNHEIM ROAD  
BELLWOOD, IL

Lots 140, 141 and 142 (except the East 20 feet of said Lots) in First Addition to Cummings and Joramas Real Estate Corporation Resubdivision of part of Miami Park in the West 1/2 of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property Tax No.: 15-09-300-029  
15-09-300-030  
15-09-300-031

Parcel Release Payment: \$792,768.00

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EXHIBIT A

9 1 1 9 9 5

SITE NO. 64

3554 WEST NORTH AVENUE  
CHICAGO, IL

LOTS 29, 30, 31, 32, 33 AND 34 (EXCEPT THE NORTH 5.00 FEET OF LOT 34) IN BLOCK 19 IN C.B. SIMON'S RESUBDIVISION OF BLOCKS 18 AND 19 IN EDWARD SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3554 WEST NORTH AVENUE, CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

Property Tax No.: 13-35-418-024  
13-35-418-025  
13-35-418-026  
13-35-418-027

13-35-418-037

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Parcel Release Payment: \$3,034,956.00

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EXHIBIT A

SITE NO. 70

3731 WEST ROOSEVELT ROAD  
CHICAGO, IL

**LEGAL DESCRIPTION:**

Lots 1, 2, 3 and 4 in Block 1 in Vance and Phillips Boulevard Addition in the Northwest 1/4 of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 16-23-104-001  
16-23-104-002

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Parcel Release Payment: \$1,660,037.00

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EXHIBIT A

SITE NO. 86

300 WEST GARFIELD BOULEVARD  
CHICAGO, IL

PARCEL 1:

Lots 1 and 2 in Division 40 of Block 2 in Carr's Resubdivision of Kedzie's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 2:

Lot 4 in Division 37 of Block 2 in Carr's Resubdivision of Kedzie's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 3:

Lot 4 in Division 36 and Lot 1 in Division 37 in Block 2 in Carr's Resubdivision of Kedzie's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Tax No.: 21-02-426-019  
21-02-426-010

Parcel Release Payment: \$1,349,078.00

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EXHIBIT A

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SITE NO. 96

8100 SOUTH ASHLAND AVENUE  
CHICAGO, IL

**LEGAL DESCRIPTION:**

Lots 25, 26, 27, 28, (except those parts of said Lots taken for widening Ashland Avenue) in Britigan's Westfield Subdivision, in the Northeast 1/4 of Section 31, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Tax No.: 20-31-223-018  
20-31-223-019  
20-31-223-020  
20-31-223-021

Parcel Release Payment: \$1,098,287.00

Property of Cook County Clerk's Office

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EXHIBIT A

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SITE NO. 111

6030 WEST 95TH STREET  
OAKLAWN, IL

Lots 21, 22, 23, 24 and 25 (except the South 17 feet of said Lots conveyed to Department of Public Works and Buildings) in Block 1 in Richard Goldman's Oak Lawn Manor Subdivision of the East 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded February 27, 1920 as Document Number 6747139, in Cook County, Illinois.

Property Tax No.: 24-05-305-031  
23-05-305-032  
23-05-305-033  
23-05-305-034  
23-05-305-035

Parcel Release Payment: \$1,384,098.00

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EXHIBIT A

9 4 0 9 3 5

SITE NO. 114

5550 WEST 79TH STREET  
BURBANK, IL

Lots 18, 19 and 20 in Block 8 in Frederick H. Bartlett's Greater 79th Street Subdivision, being a subdivision of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 29, also the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 19-28-326-032  
19-28-326-033  
19-28-326-034

Parcel Release Payment: \$1,720,581.00

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EXHIBIT A

9 1 4 9 9 1 3 3

SITE NO. 117

711 S. HALSTED STREET  
CHICAGO HEIGHTS, IL

The South 0 feet of Lot 6, Lots 7, 8, 9 and 10 in Block 43 in Percy Wilson's Southgate Addition to Arterial Hill, a subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1927 as Document Number 9787874, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 32-16-304-041

Parcel Release Payment: \$631,880.00

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EXHIBIT A

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SITE NO. 121

4553 W. 127TH STREET  
ALSIP, IL

**LEGAL DESCRIPTION:**

Lots 1 and 2 in Block 2 in Alsip Manor, a subdivision in the Northwest 1/4 of Section Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded July 3, 1946 as Document Number 13836063, in Cook County, Illinois.

Property Tax No.:

24-34-103-003

23-34-103-004

Parcel Release Payment: \$951,156.00

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EXHIBIT A

SITE NO. 169

3301 WEST LAKE STREET  
MELROSE PARK, IL

Lot A and Lot 3 (except the North 75 feet thereof) in Block 5 in Henry Soffel's 2nd Addition to Melrose Park, a subdivision in the West 1/2 of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Tax No.: 15-04-309-013

Parcel Release Payment: \$1,338,185.00

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EXHIBIT A  
SITE NO. 250

801-805 NORTH CICERO AVENUE  
CHICAGO, IL

Lots 23, 24, 25, 26 and 27 in Block 15 in the Subdivision by the Trustees of the West Chicago Land Company of the West 1/2 of the Southwest 1/4 of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Tax No.: 16-03-314-017  
16-03-314-018  
16-03-314-019

Parcel Release Payment: \$850,839.00

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- EXHIBIT B

PERMITTED EXCEPTIONS

PROPERTY NO. 2

9800 SOUTH CICERO AVENUE  
OAKLAWN, ILLINOIS

1. Rights of adjoining owners, the Public, the Municipality, the County of Cook, and the State of Illinois in and to that part of the land, if any, taken or used for road purposes or falling in roads, streets or highways (if any).

2. Any unrecorded easements or rights or claims of easements for public utilities and drainage over the Southerly portion of the land along the Southerly line of the land; and any rights in and to the use, operation, maintenance and repair of any utility facilities located therein (if any).

3. General Real Estate Taxes for 2nd Installment for 1993 and subsequent years.

4. Survey by Hylton E. Donaldson, Professionals Associated, dated April 10, 1994, Order No. 94-29049, discloses the following:

(a) Utility power pole on the Southwesterly portion of the land and overhead utility wires upon, over and across both the Southwesterly portion and also the Westerly portion of the land, apparently serving both the land and adjoining properties; and also, overhead utility wire over the Northerly portion of the land; and relative thereto, we also note the rights of the utilities to the use, operation, maintenance and repair thereof;

(c) Encroachment by the chain link fence of the property adjoining the land on the West over the West line of the land and onto the land, by approximately 5 ft.:

(d) Encroachment by concrete curb and concrete paved area or walk of the land, over the South line of the land over and onto the property adjoining the land on the South, by approximately less than 1 foot.

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EXHIBIT B

PERMITTED EXCEPTIONS

PROPERTY NO. 24

2303 SOUTH WESTERN AVENUE  
CHICAGO, ILLINOIS

1. The plat of survey made by Professional Associates, No. 94-29115 accurately depicts:
  - (a) Encroachment of a fence over the Southerly and Easterly lines.
  - (b) Encroachment of building located on the land lying North of and adjoining P.I.Qw. over and onto the insured land by approximately .20 feet.
  
2. General Real Estate Taxes for 2nd Instalment for 1993 and subsequent years.

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EXHIBIT B - PERMITTED EXCEPTIONS

PROPERTY NO. 38

5800 SOUTH HARLEM  
SUMMIT, ILLINOIS

1. General Real Estate Taxes for 2nd Installment for 1993 and subsequent years.

2. Release contained in Deed from Martin Oil Service, Inc. to The State of Illinois for the use of the Department of Public Works and Buildings dated March 21, 1969 recorded March 28, 1969 as Document Number 20795223, conveying the East 17 feet of Lots 1, 2, 3 and 4, whereby said Grantor releases said Grantee, or any agency thereof, forever, from any and all claims for damages sustained by said Grantor, his heirs, executors or assigns, by reason of the opening, improving and using the premises conveyed thereby for highway purposes.

3. Survey by Hylton E. Donaldson Professionals Associated dated March 28, 1994, Order #94-28870 discloses the following: Possible encroachment by concrete walk of the property adjoining the land on the South over the South line of the land over and onto the land.

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EXHIBIT B - PERMITTED EXCEPTIONS

PROPERTY NO. 44

119 SOUTH CICERO AVENUE  
CHICAGO, ILLINOIS

1. Survey by Hylton E. Donaldson, Professionals Associated, dated March 27, 1994, Order No. 94-28866, discloses the following:
  - (a) Encroachment by concrete island of the land over the Southwesterly corner of the land over the West line and the South line of the land over and onto the adjoining public rights-of-way adjoining on the West and on the South
  - (b) Encroachment by concrete paved area of the property adjoining the land on the East over the East line of the land over and onto the land.
2. General Real Estate Taxes for 2nd Installment for 1993 and subsequent years.

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EXHIBIT B

PERMITTED EXCEPTIONS

PROPERTY NO. 47

3401 SOUTH CALIFORNIA AVENUE  
CHICAGO, ILLINOIS

1. Grant of non-exclusive, perpetual easement in Indenture dated December 10, 1957 recorded March 13, 1958 as Document Number 17154966 from Corner Realty Co., Inc. to Midwest Industrial Properties Company (purported owner of property lying Northerly and Easterly of and adjoining the premises in question) and its heirs, executors, administrators, successors and assigns, for the full and free right for it and them, its and their tenants, servants, visitors, invitees and licensees, to pass and repass along a roadway across part of premises in question which is 25 feet in width and depicted on a plat of survey attached as Exhibit "A" thereto, and more fully described on said Exhibit "A" as shown below; and the terms, provisions, covenants and conditions therein contained and the rights and obligations thereby created and granted.  
An easement for ingress and egress over and upon that part of Tract "A" lying Northwesterly of a line that is 25 feet Southeasterly of the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal (measured at right angles thereto).
2. Order Establishing Freeway, and Route Location Decision, both recorded July 17, 1961, as Documents Numbers 18218786 and 18218787 respectively, purporting to give notice by the Department of Public Works and Buildings, Division of Highways, State of Illinois, of the intent of said body to establish a freeway on, over, across or contiguous to the premises in question in a manner which will permit access between said freeway and abutting lands only at entrances provided for said purposes.
3. Covenants, conditions and agreements contained in Indenture dated December 10, 1957 recorded March 10, 1958 as Document Number 17154966, relating to, among other things, the construction, maintenance and repair and costs of a roadway across premises in question and the installation, construction, maintenance and repair and costs of railroad tracks across adjoining property by the owner of the premises in question, and consents of tenants.
4. General Real Estate Taxes for 2nd Installment for 1993 and subsequent years.

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Property of Cook County Clerk's Office

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EXHIBIT B

PERMITTED EXCEPTIONS

PROPERTY NO. 47

Page 2

3401 SOUTH CALIFORNIA AVENUE  
CHICAGO, ILLINOIS

5. Survey by Hylton E. Donaldson, Professionals Associated, dated April 8, 1994 revised April 20, 1994, Order No. 94-29026, discloses the following:

(a) Utility pole on the Southerly portion of the land and overhead utility wires upon, over and across both the Southerly portion and also the most Southerly portions of the land serving the land and other properties, and also utility poles on the Easterly portion of the land and overhead utility wires upon, over and across the Southeasterly and also the Easterly portions of the land; and relative thereto, we also note the rights of the utilities to the use, operations, maintenance and repair thereof;

(c) Encroachment by asphalt paved parking area and asphalt driveway of the land over the Southerly line over and onto the adjoining property adjoining the land on the South and also encroaching over the Westerly line of the most Southerly portion of the land over and onto the adjoining property adjoining the most Southerly portion of the land on the West.

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EXHIBIT B

PERMITTED EXCEPTIONS

PROPERTY NO. 54

3354 NORTH DAMEN AVENUE  
CHICAGO, ILLINOIS

1. General Real Estate Taxes for 2nd Installment for 1993 and subsequent years.
2. Survey by Hylton E. Donaldson, Professionals Associated, dated March 24, 1994, Order No. 94-28830, discloses the following:
  - (a) Encroachment by overhead sign of the land over the Northeasterly corner of the land over the adjoining public rights-of-way adjoining on the North and East, by approximately 9 feet;
  - (b) Encroachments by wood gates and by concrete patio and by concrete walks of the property adjoining the land on the West, over the West line of the land over and onto the land, by approximately less than 1 foot for almost the entire length of said West line of the land.

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01/10/2017