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Janet Gifford
Preparer's Name
2212 W. 95th St. Chicago, IL 60643
Preparer's Address

94675806

MORTGAGE

THIS MORTGAGE is made this 28th day of July 1994, between the Mortgagor, A. B. Chris and Annie Bell Chris, his wife, (herein "Borrower"), and the Mortgagee, Blazer Financial Services, Inc., a corporation organized and existing under the laws of Illinois, whose address is 2212 W. 95th Street, Chicago, Illinois 60643 (herein "Lender").

WHEREAS, Borrower is indebted to Lender under an Adjustable Rate Open End Credit Agreement and Note dated July 28, 1994 (herein "Note") with an initial Credit Limit of Fifteen Thousand and 00/100 Dollars (\$ 15,000.00), of which an initial advance of Ten Thousand Five Hundred Sixty and 00/100 Dollars (\$ 10,560.00) has been made, and against which Borrower may draw and Lender is obligated to make advances from time to time to the full amount thereof, and repayments will replenish the credit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit but not at any one time, providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable 20 years from the date thereof.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, the payment of 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 of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook, State of Illinois:

LOT 42, IN BLOCK 3, OF JOHN H. GAY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PERMANENT INDEX #25-09-201-031

DEPT-01 RECORDING \$27.50
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94675806 GV #94-675806
COOK COUNTY RECORDER

which has the address of 9524 S. Princeton, Chicago, Illinois 60628 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures attached to the property, all of which shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

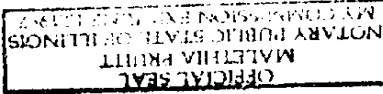
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, unless checked here , in which case this instrument is subordinate only to a Mortgage or Deed of Trust (herein "Prior Encumbrance") in favor of Colonial National Bank, recorded in Book _____, Page _____ of the Records of Cook County, Illinois. Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Jed

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(Space Below This Line Reserved For Lender and Recorder)

Notary Public (Print or Type Name of Notary)



My Commission expires:

Given under my hand and official seal this 28th day of July, 19 94

I, Malettha Pruitt, a Notary Public in and for said county and state, do hereby certify that Anne B. Christ and Annie Bell Christ, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me on this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County ss: Cook

Annie Bell Christ
A. B. Christ
Borrower (Seal)
Borrower (Seal)

[Handwritten signatures]

Signed, sealed and delivered in the presence of:

IN WITNESS WHEREOF, Borrower has executed this Mortgage

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's default under the terms of the Adjustable Rate Open End Credit Agreement of even date herewith, which terms are incorporated herein by reference, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may fore-close this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses as of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of abstracts, title reports and documentary evidence.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rent; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof, and at anytime prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the Lender or receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may increase the credit limit secured hereby and make advances to the full amount thereof (herein "Future Advances"). Such Future Advances with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original credit limit of the Note plus US \$100,000.00.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the account created under the Note, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower.

23. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

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decident, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. 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.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of Property; Assumption. If all or any part of the Property is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or application of law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, if any, are pledged as additional security for the sums secured by this Mortgage, and are held by Lender as a creditor and not as a trustee.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower, or existing payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note under paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts or paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or

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or acquired by the Debtor, wherever located, which General Electric Capital Corporation has purchased, purportedly purchased, established or added pursuant to the Account Purchase Agreement.

"Account Purchase Agreement" shall mean the Account Purchase and Credit Card Agreement dated as of October 31, 1987, as amended, restated and renamed as of May 2, 1994, among Levitz Furniture Corporation, certain subsidiaries of Levitz Furniture Corporation, and General Electric Capital Corporation, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, including the addition or deletion of present or future affiliates or subsidiaries of Levitz Furniture Corporation.

"Accounts" shall mean, with respect to the Debtor, any and all right, title and interest of Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from affiliates of the Debtor.

"Accounts Receivable" shall mean, with respect to the Debtor, all Accounts and all right, title and interest of Debtor to Accounts (other than as aforesaid) and all right, title and interest of Debtor in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired. Notwithstanding the foregoing, Accounts Receivable shall not include Accounts Receivable which are excluded from the definition of Collateral.

"Credit Agreement" shall mean the Second Amended and Restated Credit Agreement, dated as of June 28, 1994, as amended, restated, supplemented, modified or waived from time to time, among Levitz Furniture Corporation, the financial institutions party thereto, as lenders, Chemical Bank, as swingline lender, fronting bank, administrative agent and collateral agent, and Wells Fargo Bank, National Association, as co-agent.

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"Documents" shall mean all instruments, files, records, ledger sheets and documents, whether now owned or hereafter acquired, covering or relating to any of the Collateral, including customer lists, credit files, computer programs, printouts and other computer materials and records.

"Equipment" shall mean all equipment in all its forms, wherever located, now or hereafter existing, and all parts thereof and accessions thereto, that are now or hereafter owned by the Debtor. The term "Equipment" shall include Fixtures. In addition, the term "Equipment" shall include all movable appliances, machinery, apparatus, equipment, building materials, furniture, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to any property of the Debtor or used in connection with the use and enjoyment of any property of the Debtor or the maintenance or preservation thereof, including, without limitation, tools, utility systems, fire sprinkler and alarm systems, HVAC equipment, boiler, electronic data processing, refrigeration electronic monitoring, water, lighting, power, sanitation, waste removal, window cleaning, maintenance or other systems or equipment, all indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, racks, shelves, lockers and cabinets), furnishings, appliances, supplies, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, and all other apparatus, equipment, furniture, furnishings, holiday decorations, and all other articles used or useful in connection with the use or operation of any part of any property of the Debtor and further including Debtor's rights as lessee under any lease of any of the foregoing (to the extent the same may be assigned).

"Fixtures" shall mean all items of equipment, in all its forms, wherever located, whether now or hereafter owned or acquired, of the Debtor, and all parts thereof or accessions thereto that are now or hereafter owned by the Debtor that become so related to particular real estate that an interest in such items of such equipment arises under any real estate law applicable thereto.

"General Intangibles" shall mean all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge,

COMMERCIAL MORTGAGE
SERVICING, INC.
522 N. Oakwood Ave., #202
Chicago, Illinois 60645

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surveys, engineering reports, test reports, manuals, materials, standards, catalogs, research data, computer and automatic machinery software and programs and the like pertaining to operations by the Debtor; all information relating to sales of products now or hereafter manufactured by the Debtor; all accounting information pertaining to the Debtor's operations or any of the Equipment, any inventory or accounts receivable or any other items set forth in this definition and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of such Equipment, inventory, accounts receivable or any other items set forth in this definition may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all licenses, consents, permits, variances, certifications and approvals of governmental authorities now or hereafter held by the Debtor pertaining to operations now or hereafter conducted by the Debtor; all choses in action and causes of action and all other intangible personal property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate agreements, and other agreements), goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by an account debtor of any accounts receivable.

"Inventory" shall mean all goods of the Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of the Debtor.

"Permits" shall mean, to the extent assignable, any and all permits, certificates, approvals and authorizations however characterized, issued or in any way furnished, whether necessary or not for the operation and use of any property of the Debtor, including, without limitation, permits, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

"Proceeds" shall mean any consideration received from the sale, exchange or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark Licenses" shall mean any written agreement granting to any third party any right to use any Trademark now or hereafter owned by the Debtor, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, except for any agreement that by its terms prohibits the assignment or grant of security interest therein.

"Trademarks" shall mean all of the following now or hereafter owned: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, (b) all goodwill of the business symbolized by and/or associated therewith and (c) all extensions or renewals thereof.

CHRYSLER FINANCIAL GROUP
SPRINGFIELD, ILL.
502 N. Oakwood Ave. 61808
Lobby 3rd Floor IL 61805

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Property of Cook County Clerk's Office

PROPERTY OF
COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001

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Site No. 19
Orland Park, Illinois
Cook County

66 Orland Square Dr

PIN: 27-10-400-018

Annex II

LEGAL DESCRIPTION:

PARCEL 1:

A TRACT OF LAND IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 10, A DISTANCE OF 501.78 FEET NORTH 0 DEGREES 01 MINUTES WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 70 DEGREES 48 MINUTES WEST 9.05 FEET TO A POINT ON CURVE; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 505.17 FEET, AN ARC DISTANCE OF 223.26 FEET AND A CHORD BEARING OF NORTH 12 DEGREES 38 MINUTES 42 SECONDS EAST TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 1330.73 FEET, AN ARC DISTANCE OF 382.45 FEET AND A CHORD BEARING OF NORTH 8 DEGREES 15 MINUTES WEST TO A POINT OF TANGENT; THENCE NORTH 16 DEGREES 29 MINUTES WEST 27.08 FEET; THENCE NORTH 73 DEGREES 31 MINUTES EAST 535 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES EAST 323.00 FEET; THENCE SOUTH 2 DEGREES 10 MINUTES 40 SECONDS WEST 350 FEET; THENCE DUE WEST 275 FEET; THENCE SOUTH 70 DEGREES 48 MINUTES WEST 313.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO PARCEL 1 ABOVE, ACROSS AND UPON THE ORLAND SQUARE RING ROAD AS ESTABLISHED BY ARTICLE X, PARAGRAPH H, SUBPARAGRAPH (B) (1) OF THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED MAY 15, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23591873 AND AS GRANTED IN DEED DATED DECEMBER 4, 1977 AND RECORDED DECEMBER 16, 1977 AS DOCUMENT 24240098.