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NATIONAL BANK OF MENDOTA
801 Washington Street
Mendota, Illinois 61342
(815) 539-9346 "LENDER"

After Recording Return To:
Commonwealth Land Title Insurance Co.
Karen Mark - National Title Service
8 Penn Center - 14th Floor
Philadelphia, PA 19103
(215) 241-1648

COMMERCIAL MORTGAGE

DEPT. OF RECORDING
142222 TEAM 0925 11/04/94 16119:00
\$4913 9 KE 3-94-945577
COOK COUNTY RECORDER

GRANTOR
Susan Bandelman
Trustee of the Allan Trust and
Susan Bandelman
Successor Trustee of the Diajeff Trust,
both as to an undivided 1/2 interest.
ADDRESS
77 Tarrytown Road
White Plains, NY 10607
TELEPHONE NO. 914-683-8000
IDENTIFICATION NO.

BORROWER
Susan Bandelman
Trustee of the Allan Trust and
Susan Bandelman
Successor Trustee of the Diajeff Trust,
both as to an undivided 1/2 interest.
ADDRESS
77 Tarrytown Road
White Plains, NY 10607
TELEPHONE NO. 914-683-8000
IDENTIFICATION NO.

0116 bhh

1. GRANTOR, for good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures, privileges, hereditaments, and appurtenances, leases, licenses and other agreements, rents, issues and profits, water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

INTEREST RATE	PRINCIPAL AMOUNT / CREDIT LIMIT	FUNDING AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
Fixed Rate	\$2,700,000.00	11/01/94	11/01/06	New Port	
Subject to one-time adjustment					

(a) all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);
(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for commercial purposes.

4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligated or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$2,700,000.00. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$2,700,000.00.

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

- (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) flammable or nonflammable gases; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Handling of hazardous materials by the tenant of the property in accordance with applicable laws shall not be deemed to violate this provision.
- (c) Grantor has the right and is duly authorized to execute and perform its obligations under this Mortgage and these covenants and these covenants do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time.
- (d) No action or proceeding is now pending or threatened which might materially affect the Property;
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. Grantor shall not take or fail to take any action which may cause or permit the termination of the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication, asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

9. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition of the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination of the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication, asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessors, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness

*However, as long as the lease with Chicago and Northwestern Transportation Company is in effect, Lender agrees that such insurance proceeds shall be applied as follows: Lender shall have the right to receive the proceeds of any insurance or condemnation proceeds, or other remittances with respect to the Property, following the giving of such notice. If any instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness when and if an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

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12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 28 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. In any event, Grantor shall be obligated to rebuild and restore the property. Lender agrees that insurance coverage as provided by the tenant under the lease with Chicago and Northwestern Transportation Company, or its subtenant, shall satisfy the requirements of this paragraph 14.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceedings pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied as required by the lease and if the lease is not in effect then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities, including attorneys' fees and legal expenses, to the extent permitted by applicable law, causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Grantor shall be responsible for the payment of all taxes and assessments, including property taxes, and shall be obligated to provide Lender with copies of all tax returns and assessments relating to the Property. Grantor shall be obligated to provide Lender with copies of all tax returns and assessments relating to the Property.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, and shall be obligated to provide Lender with such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor shall be obligated to provide Lender with such information as Lender may request regarding Grantor's financial condition or the Property.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation: (a) fails to pay any Obligation to Lender when due; (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement; (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender; (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or (f) engages in any other activity that constitutes a breach of the Mortgage.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law): (a) to declare the Obligations immediately due and payable in full; (b) to collect the outstanding Obligations without resorting to judicial process; (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender; (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter; (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreclose this Mortgage; (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

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Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

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24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, hereby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this waiver.

26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

28. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations.

30. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

31. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

32. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

33. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

35. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon, and inure to the benefit of Grantor and Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

36. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

37. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

39. MISCELLANEOUS. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

40. ADDITIONAL TERMS.

See attached Exhibit B for Special Provisions to this loan.

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Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: NOVEMBER 1, 1994

GRANTOR: Susan Sandelman
Trustee of the Alisan Trust

Susan Sandelman
Susan Sandelman
as Trustee of the Alisan Trust

GRANTOR:

GRANTOR: Susan Sandelman
Successor Trustee of the Diajeff Trust

Susan Sandelman
Susan Sandelman
as Successor Trustee of the Diajeff Trust.

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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State of _____)
County of _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by Susan Sandelman as Trustee of the Alison Trust and Susan Sandelman as Successor Trustee of the Diggett Trust

Given under my hand and official seal, this _____ day of _____

Given under my hand and official seal, this 1st day of November, 1994

Notary Public

Lori Harrigan
Notary Public

Commission expires: _____

Commission expires: Oct. 4, 1995

SCHEDULE A

The street address of the Property (if applicable) is:
317 Lake Street
Northlake, IL 60164

LORI HARRIGAN
Notary Public, State of New York
No. 01HA5018879
Qualified in Westchester County
Commission Expires October 4, 1995

Permanent Index No.(s): 15-06-300-005 & 15-05-100-021

The legal description of the Property is:

See attached Exhibit A for the legal description of the real estate.

SCHEDULE B

94945577

This instrument was prepared by: **The National Bank of Mendota**

After recording return to Lender.

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EXHIBIT A Legal Description of Real Estate

PARCEL 1

That part of the Fractional West half (1/2) of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the Southwesterly line of parcel of land conveyed to the Illinois State Toll Highway Commission per Document Number 17415288 and known as Tract 7-4.7 with a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of Chicago and North Western Transportation Company's Tract I.C.C. Number 860; thence South $21^{\circ} 47' 42''$ West, along said parallel line, 1,938.02 feet; thence North $27^{\circ} 57' 42''$ East 110,677 feet to the Place of Beginning of the herein described parcel of land; thence South $17^{\circ} 38' 33''$ West 20.515 feet; thence Southwesterly 96.328 feet, along the arc of a circle of 895.894 feet radius convex to the Northwest and tangent to the last described line, to the point of compound curve; thence Southerly 826.755 feet, along said compound curve, being the arc of a circle of 1311.45 feet radius, convex Westerly, and whose chord bears South $6^{\circ} 34' 41''$ East; thence South $24^{\circ} 38' 17''$ East, along a line tangent to said compound curve, 35.052 feet; thence Southeasterly 170.587 feet, along the arc of a circle of 472.614 feet radius, convex to the Southwest and tangent to the last described line; thence South $45^{\circ} 19' 07''$ East along a line tangent to the last described arc, 28.754 feet; thence Southeasterly 155.748 feet along the arc of a circle of 731.966 feet radius, convex to the Southwest and tangent to the last described line; thence North $66^{\circ} 15' 12''$ East 816.397 feet; thence North $13^{\circ} 05' 27''$ East 72.728 feet; thence Northerly 59.15 feet, along the arc of a circle of 92.00 feet radius convex Easterly and tangent to the last described line; thence North $23^{\circ} 44' 48''$ West along a line tangent to the last described arc, 474.248 feet; thence Northwesterly 170.475 feet, along the arc of a circle of 936.93 feet radius convex to the Southwest and tangent to the last described line; thence North $13^{\circ} 19' 18''$ West along a line tangent to the last described arc, 102.272 feet; thence North $2^{\circ} 02' 18''$ West 84.705 feet to the point of intersection with a line drawn North $87^{\circ} 57' 42''$ East through the hereinabove designated Point of Beginning; thence South $87^{\circ} 57' 42''$ West, along the last described line, 803.748 feet to said Point of Beginning, all in Cook County, Illinois.

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PARCEL 2

Access easement for the benefit of Parcel 1, as created by instrument dated July 5, 1972 and recorded July 28, 1972 as Document Number 21994225, from Chicago and North Western Transportation Company, to Chicago Title and Trust Company as Trustee under Trust Agreement dated April 26, 1972 and known as Trust Number 59992, for a driveway to be used in common with the employees, patrons, leasees, licensees and invitees of the Grantor, upon, over and across:

That part of the fractional Northwest quarter (1/4) of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point of intersection of a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of the Chicago and North Western Transportation Company's Tract I.C.C. Number 860 with the Southwesterly line of Lake Street per Township Dedication (being a line 33.00 feet Southwesterly of and parallel with the center line thereof as now constructed and occupied); thence South $70^{\circ} 58' 01''$ East along said Southwesterly line 233.14 feet to the Place of Beginning of the herein described tract of land; thence South $4^{\circ} 04' 12''$ West 567.084 feet, being a line "A"; thence South $2^{\circ} 02' 18''$ East 814.717 feet, being a line "B"; thence South $87^{\circ} 57' 42''$ West 53.00 feet; thence South $2^{\circ} 02' 18''$ East 371.715 feet to the point of intersection with a line drawn perpendicularly to the last described line through a point on the aforesaid line drawn 45.00 feet Northwesterly of and parallel with the center line of the Chicago and North Western Transportation Company's Track

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ADDITIONAL
PROPERTY TAX INFORMATION

1/1/2018

PROPERTY TAX INFORMATION FOR THE YEAR 2018

PROPERTY TAX INFORMATION FOR THE YEAR 2018

ADDITIONAL

Property of Cook County Clerk's Office

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Exhibit A (continued)

I.C.C. Number 860, said point being 1938.02 feet (as measured along said parallel line) Southwesterly of the Southwesterly line of parcel of land conveyed to the Illinois State Toll Highway commission per Document Number 17415288 and known as Tract 7-4.7; thence South $87^{\circ} 57' 42''$ West, along the last described perpendicular line 35.00 feet; thence North $2^{\circ} 02' 18''$ West 371.715 feet; thence North $12^{\circ} 57' 42''$ East 85.003 feet to the point of intersection with a line drawn 66 feet West of and parallel with the aforesaid line "B"; thence North $2^{\circ} 02' 18''$ West 681.191 feet, along the last described parallel line, to the point of intersection with the Southerly line of a tract of land described in Document Number 21654936, recorded October 5, 1971; thence North $89^{\circ} 28' 57''$ East, along said Southerly line, 6.244 feet, to the point of intersection with the Easterly line of the aforesaid tract of land as described in the aforesaid Document Number 21654936; thence Northerly 126.755 feet, along said Easterly line, being the arc of a circle of 1351.59 feet radius, convex Westerly and whose chord bears North $1^{\circ} 23' 00''$ West to a point on a line drawn 59.87 feet (measured perpendicularly) West of and parallel with the aforesaid line "A"; thence North $4^{\circ} 04' 12''$ East 212.68 feet, along said parallel line, tangent to said arc, being the Easterly line of the aforesaid tract; thence continuing along said Easterly line North $2^{\circ} 58' 27''$ West 203.946 feet; thence continuing along said Easterly line North $3^{\circ} 59' 18''$ West 19.034 feet; thence continuing along said Easterly line Northwesterly 85.116 feet, being the arc of a circle of 250.00 feet radius, convex to the Northeast, tangent to the last described course, and whose chord bears North $5^{\circ} 45' 55''$ West, to the point of intersection with the aforesaid Southwesterly line of Lake Street, said point of intersection being 81.013 feet (as measured along said Southwesterly line) Northwesterly of the hereinabove designated Place of Beginning; thence South $70^{\circ} 58' 01''$ East 81.013 feet, along said Southwesterly line to said Place of Beginning, all in Cook County, Illinois.

PARCEL 3

Easement for the benefit of Parcel 1, for a retention pond, as created by instrument dated July 5, 1972 and recorded July 28, 1972 as Document Number 21994226, from Chicago and North Western Transportation Company to Chicago Title and Trust Company, Trustee under Trust Agreement dated April 26, 1972 and known as Trust Number 59992, through and upon the following described land;

That part of the Southwest Fractional quarter (1/4) of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the Southwesterly line of a parcel of land conveyed to the Illinois State Toll Highway Commission per Document Number 17415288 and known as Tract 7-4.7 with a line drawn 45.00 feet (measured perpendicularly) Northwesterly of and parallel with the center line of Chicago and North Western Transportation Company's Tract I.C.C. Number 860; thence South $21^{\circ} 47' 42''$ West, along said parallel line a distance of 1,938.02 feet; thence North $87^{\circ} 57' 42''$ East a distance of 110.677 feet; thence South $17^{\circ} 38' 33''$ West a distance of 20.515 feet; thence Southwesterly along the arc of a circle of 895.894 feet radius, convex to the Northwest and tangent to the last described line, a distance of 96.328 feet to the point of compound curve; thence Southerly along said compound curve, being the arc of a circle of 1,311.45 feet radius, convex Westerly and whose chord bears South $6^{\circ} 34' 41''$ East, an arc distance of 826.755 feet; thence South $24^{\circ} 38' 17''$ East along a line tangent to said compound curve a distance of 35.052 feet; thence Southeasterly along the arc of a circle of 472.614 feet radius, convex to the Southwest and tangent to the last described line a distance of 170.587 feet; thence South $45^{\circ} 19' 07''$ East along a line tangent to the last described arc a distance of 28.754 feet; thence Southeasterly along the arc of a circle of 731.966 feet radius, convex to the Southwest and tangent to the last described line, a distance of 155.748 feet to the Point of Beginning of the parcel of land herein described; thence North $66^{\circ} 15' 12''$ East a distance of 893.867 feet; thence South $13^{\circ} 05' 27''$ West a distance of 535.00 feet; thence Northwesterly along a straight line a distance of 715 feet, more or less, to the Point of Beginning, all in Cook County, Illinois.

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EXHIBIT B Special Provisions

1. **Personal Liability:** Except as specified herein, the Mortgages shall look solely to the Mortgaged Premises and other security (including Assignment of Rents) required hereby for repayment of principal and interest. Nevertheless, until the Loan is repaid in full, Jeffrey Sandelman ("Sandelman") shall be liable for all the terms contained in the Loan Documents, subject to a maximum liability of \$400,000.00 for non-payment or breach hereunder. Said \$400,000.00 maximum liability shall not apply to additional defaults and matters contained in items A thru G of the following paragraph. Sandelman shall execute such guarantees or other instruments evidencing his obligations as Lender may require.

Notwithstanding the above, the Loan Documents will also require that Sandelman, as Guarantor, shall be personally liable for costs, losses, damages, attorney fees, or liability caused Lender for: (a) fraud or material misrepresentation; (b) the commission of any waste; (c) intentional acts causing the cancellation or increase in premiums of insurance coverages; (d) failure to comply with any applicable laws, including environmental, disability, handicapped accessibility, or health laws; (e) misapplication of any insurance or condemnation proceeds received; (f) after default, failure to apply to the payment of debt service or property expenses, rental receipts, tenant reimbursements or contributions to expenses, or other income generated by the property; or (g) failure to turn over to Lender security deposits not applied to rent. The Personal Guaranty contained in this paragraph is unlimited and in addition to the \$400,000.00 limitation in the preceding paragraph.

2. **Transfer Provisions:**

The following transfers shall be deemed consented to:

- A. Transfers required by law (but specifically excepting transfers as a result of a foreclosure sale), transfers of intra-family or estate transfers within families of Sanford Sandelman, Jeffrey Sandelman, and Alison Sandelman Schreier, so long as Jeffrey Sandelman remains as managing agent with not less than a 25% interest as current or ultimate beneficiary of the owning entity.

Notwithstanding the above, the Guarantor shall remain personally liable pursuant to the Guaranty and as outlined in paragraph 1 (one) herein.

- B. As long as the Loan is not in default, we will permit a one-time transfer of the property in its entirety subject to:
 - i. a transfer fee equal to 1/2% of the then outstanding Loan balance payable to Lender;
 - ii. our approval of the new borrower's creditworthiness and real estate experience;
 - iii. purchaser, or principals thereof satisfactory to the Lender, executes and delivers to Lender and environmental indemnity in form and substance acceptable to Lender;
 - iv. the occupancy of the property is 90% or greater with leases in place acceptable to Lender;

In connection with such sale, the purchaser or seller is to pay all actual out-of-pocket expenses relating to consent of sale, including fees and expenses of Lender's special counsel and a title policy endorsement, if necessary. Lender may impose such reasonable requirements in connection with such subsequent sale as shall be deemed necessary to assure the enforceability and continued perfection of the lien and security interest securing the Loan.

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EXHIBIT B (continued)

3. Mortgages Option:

The current lease (tenant: Chicago and North Western Transportation Company ["CNW"]) dated June 20, 1972 and amended July 5, 1972 has three 5-year renewal options. If CNW does not exercise the options per Article XXI of the lease and the Applicant does not sign new leases for three or more years (generating net income of not less than \$400,000.00 annually) within 12 months after CNW vacates the property, then the Applicant MUST select one of the following options. These same options shall apply to any future breaks in the lease during the term of the loan.

Option A: Repay the Loan in full without penalty within 90 days (unless replacement new leases generating income as set forth above are signed prior to expiration of said 90-day period).

Option B: Jeffrey Sandelman shall personally guarantee the entire Loan balance and all other Loan items shall remain as written.

4. Prepayment Premium: 2% of the outstanding balance in Loan Year One (Borrower shall have the right to prepay up to 10% of Loan amount at par during the first Loan year); thereafter, open to a full or partial prepayment at par.

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