

# UNOFFICIAL COPY

95026584

## MORTGAGE

THIS MORTGAGE ("Mortgage") made on the 14<sup>th</sup> day of November, 1994 by  
NWS, Inc., an Illinois Corporation, hereinafter called "Mortgagor" to Illinois Department of Commerce and  
Community Affairs (hereinafter call the "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note, in an  
appropriate original principal amount of Seven hundred fifty thousand and no/00 dollars (\$750,000) ("Note").

WHEREAS, as a condition to the extension of credit evidenced by the Note and the Loan Agreement,  
Mortgagor has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and  
security interests referred to herein to secure the payment of the principal amount evidenced by the Note  
together with interest, escrow and other payment and performance obligations related to this Mortgage; the  
aforeaid \$750,000 of principal indebtedness, plus interest and other payment and performance obligations  
being hereinafter referred to collectively as the ("Liabilities").

WHEREAS, THE PRINCIPAL PORTION OF THE LIABILITIES SECURED HEREBY SHALL NOT EXCEED \$750,000.

NOW, THEREFORE, TO SECURE PAYMENT OF THE LIABILITIES AND IN CONSIDERATION OF ONE DOLLAR (\$1.00)  
IN HAND PAID, RECEIPT WHEREOF IN THISACKNOWLEDGED, Mortgagor does hereby grant, remise, release, alien,  
convey, mortgage and warrant to Mortgagee, its successors and assigns, the following described real estate  
in Cook County, Illinois:

See Exhibit A attached hereto, and by this reference made a part hereof.

This document was prepared by:  
General Counsel  
Illinois Department of Commerce and  
Community Affairs  
620 Adams Street  
Springfield, Illinois 62701

DEF'D RECORDING

FAX 503

• T80004 TRM 1470 01/12/95 12:19:00  
• 13915 + 1323 RECORDED 1/12/95 12:19:00  
• COOK COUNTY RECORDER

which real estate, together with the property described in the next succeeding paragraph is herein called  
the "Premises".

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which  
Mortgagor may now have or hereafter acquire in and to (a) any lands occupied by streets, alleys, or public  
places adjoining said premises or in such streets, alleys or public places; (b) all improvements,  
tenements, hereditaments, gas, oil, minerals, ornaments, fixtures and appurtenances, and all other rights  
and privileges therunto belonging or appertaining; (c) all apparatus, machinery, equipment and appliances  
of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or  
intended for the use or convenience of tenants, other occupants, or patrons thereof; (d) all items of  
furniture, furnishings, equipment, and personal property used or useful in the operation of said real  
estate; and (e) all replacements and substitutions for the foregoing whether or not any of the foregoing is  
or shall be on or attached to said real estate. It is mutually agreed, intended, and declared, that all of  
the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and  
parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this  
Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security  
interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a  
Security Agreement and Mortgagor agrees to execute, deliver and file or cause to be filed any financing statement,  
continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew  
such security interest under the Uniform Commercial Code. Notwithstanding anything to the contrary  
contained herein, if the Premises are the personal residence of the Mortgagor, this mortgage shall not  
constitute a lien, purchase money mortgage or security interest in any household goods or personal property  
exempt under 735 ILCS 5/12-1001.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and  
assign to Mortgagee from and after the date hereof (including any period of redemption), severally and on a  
parity with said real estate, and not severally, all the rents, issues and profits of the premises, and  
all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing  
under any and all present and future leases, contracts or other agreements relative to the ownership or  
occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such  
leases and agreements. Mortgagor agrees to execute and deliver such assignments of leases or assignments  
of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the  
Loan Agreement, Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said  
property and collect the rents and other income, with full power to bring suit for collection of said rents  
and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney  
full power and authority to do and perform all and every act and thing whatsoever requisite and necessary  
to be done in the protection of the security hereby conveyed; provided, however, that this power of  
attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or  
cause to be made any repairs that may be needful or necessary.

Notwithstanding the above, it is understood as constituting the Mortgagor a mortgagee-in  
trustee in the above in the event of the non-payment of the premises by the Mortgagor in the  
event of the personal nature granted to the Mortgagor, no liability shall be asserted against the  
Mortgagor, all such liability being expressly waived and released by Mortgagor.

DO HAVE AND TO HOLD the premises, fixtures, fittings and chattels hereby conveyed or assigned,  
or otherwise given to the Mortgagor, the successors and assigns, subject to the uses and purposes herein  
above set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Receipt  
and Deed of Trust, and Mortgagor hereby covenants and agrees to the terms of the foregoing and  
waives all rights and interests in and to the same, except that Mortgagor shall have the right to occupy and  
use the Premises during the term of this Mortgage, and that Mortgagor shall pay all taxes and assessments  
upon the Premises, and shall pay all expenses and costs of repair, care, and maintenance of the Premises, and  
that Mortgagor shall pay all expenses and costs of insurance, and that Mortgagor shall forever

RETURN TO:  
LEXIS Document Services  
135 S. LaSalle, Ste 2054  
Chicago, IL 60603

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1. Mortgagor agrees not to abandon the premises but to keep the premises in good, safe and insurable condition and agrees not to commit or suffer waste or to refrain from repairing or maintaining the value of the Mortgaged and (2) neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagor.

2. Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises.

3. Mortgagor agrees that if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagor in the premises or upon Mortgagor by reason of or as holder of any of the foregoing then Mortgagor shall pay for reimbursement to Mortgagor for such taxes, assessments or impositions.

4. Mortgagor agrees to maintain in force at all times insurance coverage on the premises as required by the Loan Agreement.

5. Mortgagor agrees that it will comply with all restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

6. Mortgagor agrees that if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamp to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamp in the required amount and deliver them to Mortgagor and Mortgagor agrees to indemnify Mortgagor against liability on account of such documentary stamp, whether such liability arises before or after payment of the liability and regardless whether this Mortgage shall have been released.

7. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises when due, Mortgagor agrees to thereafter, at Mortgagor's request, make monthly deposits in an interest-bearing account, which account shall be pledged to Mortgagor, at a bank or similar financial institution acceptable to Mortgagor, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage.

8. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagor shall have the right either to apply any insurance proceeds or other recovery related to said loss to a reduction of the liability or to require Mortgagor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Plans and specifications for the restoration as herein required shall be submitted to Mortgagor prior to commencement of work and shall be subject to reasonable approval of Mortgagor.

9. Mortgagor agrees to indemnify Mortgagor from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and all costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagor may be made a party for the purpose of protecting the lien of this Mortgage and all such fees, expenses and costs shall be additional liabilities secured hereby.

10. Mortgagor hereby assigns to Mortgagor, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagor and may be applied by Mortgagor, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorney's fees and expenses, to the reduction of the liabilities hereby secured, and Mortgagor is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

11. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagor may, but need not, make any payment or perform any act herein before required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. All money paid for any of the purposes herein authorized and all other money advanced by Mortgagor to protect the premises and the lien hereof shall be additional liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the interest rate described in the Note ("Interest Rate") until paid to Mortgagor in full.

12. Mortgagor, or any person designated by Mortgagor in writing, shall have the right, from time to time hereafter, to call at the premises or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the premises, and the affairs, finances and business of Mortgagor in connection with the premises, as Mortgagor may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor.

13. Upon Default, at the sole option of Mortgagor, the obligation shall become immediately due and payable. The term "Default" is used in this Mortgage to mean any one or more of the events, conditions or acts defined as a "default" in the statute or the terms of the note or the note to try and perform in accordance with the terms and provisions of the note, or failure of Mortgagor to comply with or to perform in accordance with any corporation, statute, law, provision, condition, covenant or agreement contained in the warranty or this Mortgage, or any instrument, agreement or writing securing any obligation to which Mortgagor and Mortgagor are parties. Any default can consist in the failure of a note and/or default under this Mortgage. If any such default shall have occurred, then the sum herein mentioned as payable, less the following provisions shall apply:

14. All such unpaid money shall be due and payable immediately due and payable without demand or notice.

15. It is agreed that Mortgagor is not obligated to pay attorney's fees in whole or in part, or to pay any costs incurred by Illinois law court power of sale, or to pay any costs incurred by Mortgagor to sue, and defend, or prosecute in the event demands of collection, pursuant to applicable law or will immediately thereafter sue,

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Mortgagor by action. The Court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at such time or at any time thereafter, without before or after notice and without requiring bond, and without regard to the insanity or insolvency of any person liable for payment of the liabilities secured thereby, and without regard to the claim value of the premises or the occupancy thereof as a remedy, appoint a receiver, the provisions for the appointment of a receiver and assignment of rents being an option condition upon which the loan money secured is made for the benefit of Mortgagor, with power to collect the rents, claims and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any exemption. The receiver, out of such rents, claims and profits so collected, may pay all or any part of the liability or other sum secured hereby or any deficiency accrued in such foreclosure proceedings.

13. Mortgagor shall, at the option, have the right, acting through its agents or attorneys, to enter upon and take possession of the premises, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorney's fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the liabilities or other sum secured hereby or upon any deficiency accrued arising in any foreclosure proceedings.

14. In any foreclosure of this Mortgage by action, or any sale of the premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(A) all of the liabilities and other sums secured hereby which then remain unpaid;

(B) all other sums advanced or paid by Mortgagor pursuant to this Mortgage, with interest thereon at the interest rate from the date of advancement; and

(C) all court costs, attorney's and paralegal's fees and expenses, appraisers' fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, and costs of procuring all abstracts of title, title searches and examinations, title warranties, title insurance policies and similar data with respect to title which Mortgagor may deem necessary. All such expenses shall become additional liabilities accrued hereby and immediately due and payable, with interest thereon at the interest rate, when paid or incurred by Mortgagor in connection with any proceedings, to which Mortgagor shall be a party, by reason of this mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement.

15. In the event of a foreclosure of this Mortgage the liability then due the Mortgagor shall not be merged into any decree of foreclosure entered by the court, and Mortgagor may concurrently or subsequently seek to foreclose one or more mortgages which also secure said liabilities.

16. Mortgagor agrees that, upon request of Mortgagor from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

17. All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed as follows:

If to Mortgagor:

NBS, Inc.  
3247 South Kedzie  
Chicago, Illinois 60623

If to Mortgagor:

Illinois Department of Commerce and  
Community Affairs  
620 Adams Street  
Springfield, Illinois 62701  
Attn: General Counsel

Mortgagor or Mortgagor shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other address in the United States upon giving ten (10) days' written notice thereof.

18. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

19. Upon full payment of all sums secured hereby or upon application on the liabilities of the proceeds of any sale of the premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefore following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagor to Mortgagor.

20. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagor's successors and assigns.

21. Mortgagor represents that it has been authorized to, and Mortgagor does hereby certify to the fact, that no restriction under Illinois law, by and all statutes or regulations relating to redemption from sale by advertisement or sale prior to entry of judgment or foreclosure of this Mortgage on behalf of Mortgagor and such and every person, except trustee or judgment creditor of Mortgagor, acquiring any interest in or title to the premises subsequent to the date hereof.

22. Mortgagor shall not permit any loans or advances, including any extension of indebtedness, other than those described on Exhibit A attached hereto and made in trust for the benefit of the Mortgagor, to be made, issued or extended to the premises for a term or by any entity or individual other than the Mortgagor. And Mortgagor shall not make, sell, convey, assign, lease, or otherwise transfer or dispose of any part of the premises without the prior written consent of Mortgagor, unless such transfer or disposition is made in full or in part to the Mortgagor, or to Mortgagor's heirs, executors, or administrators, or to any part of the Mortgagor, or to the Mortgagor's estate, or to any part thereof, and all other uses, devices, fixtures, or improvements, or any personal chattels, which may be in or upon the property described in this instrument.

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24. Mortgagor agrees to the following terms concerning environmental matters:

(a) Mortgagor and its Subsidiaries are in compliance with all Environmental Laws and all Federal, State and Local Laws, Rules, Regulations, Ordinances and Codes related to Hazardous Substances and have obtained and are in compliance with all requirements of all permits and licenses required in connection therewith. No Hazardous Substance or storage tank is or has been located at or under any Premises. The Mortgagor has not at any time released, transported or disposed of any Hazardous Substances. None of the Mortgagor, its Subsidiaries or any Premises (a) is subject to any liens, proceedings, orders or judgments or (b) has received notice of a claim or an alleged violation from any governmental or private party related to any Environmental Law, to the environmental condition of any Premises or the release or threatened release of any Hazardous Material and, to the best of Mortgagor's knowledge, none is threatened. Mortgagor will cause all representations made in this Paragraph to be true and correct on an ongoing basis at all times throughout the term of this Mortgage. Mortgagor shall promptly advise Lender in writing of any actual or threatened action of the types described in this paragraph.

(b) Upon the occurrence of any Default or any event which, with notice or the passage of time, or both, would constitute a Default, Mortgagor, its agents and independent professional consultants retained by Mortgagor shall have the right at Mortgagor's cost and expense to enter any Premises for the purpose of investigating compliance with Environmental Laws and the presence of Hazardous Substances and to take remedial action with respect to the same.

(c) Mortgagor shall fully and completely indemnify, defend and hold harmless Mortgagor, its officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon, (a) any violation or claim of violation of any Environmental Laws with respect to any Premises, injury to any person or property as a result of the violation of any Environmental Law, or any governmental or judicial claim, ordinance or judgement with respect to the clean-up of Hazardous Substances at or with respect to any Premises, (b) the presence of Hazardous Substances on or under any Premises (including the improvements) or (c) any cost, claim, liability or damage arising in connection with any remediation of the Premises required by a governmental authority regarding the presence of Hazardous Substances on the Premises or the subsurface thereof or the release, threatened release, escape, seepage, leakage, discharge or migration of any Hazardous Substance.

(d) For the purposes of this paragraph, the following definitions apply:

"Environmental Laws" shall mean all federal, state and local laws, rules, regulations, ordinances and codes relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., and the Resources Conservation and Recovery Act of 1976 U.S.C. et. seq. and state environmental laws or superlawn and environmental cleanup statutes.

"Hazardous Substances" shall mean all hazardous and toxic substances, wastes, or materials, any pollutant or contaminant, including, without limitation, petroleum products, polychlorinated biphenyls, asbestos, asbestos-containing materials and new materials that include hazardous constituents or any other similar substances or materials that are included under or regulated by any Environmental Law or that could pose a health, safety or environmental hazard.

24. This Mortgage is junior to the prior lien and security of American National Bank and Indiana National Bank, securing indebtedness in the original principal amount not to exceed \$3,750,000 and \$4,250,000 respectively as evidenced by a mortgage dated March 31, 1982 + April 1, 1982.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by NWS, Inc. on behalf of Mortgagor (and said person hereby represents that he possessed full power and authority to execute this instrument).

THE MORTGAGOR HEREBY DECLares AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

Attest:

John P. Tyszka  
Its President  
Secretary

AFFIX CORPORATE SEAL  
IF MORTGAGOR IS A  
CORPORATION

NWS, Inc.  
By \_\_\_\_\_  
Its President

Witnessed:

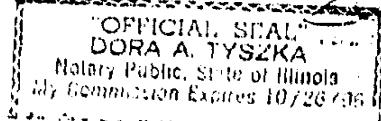
John P. Stevens  
(Name)

STATE OF ILLINOIS

COUNTY OF DuPage

I, Dora A. Tyszka, Officer and official title, certify that James E. LaGrassa, Pres. & Director C. V. Corp., D.O.T. #100-0000000000000000 and if acknowledged by the signer, his or her name and "his or her spouse" personally known to me to be the same person whose name is (or was) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that \_\_\_\_\_ was duly signed and delivered the instrument in his (her) own free and voluntary act, for the uses and purposes herein set forth. A.C. # 100-0000000000000000, Date.

November 14, 1984



(SEAL)

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EXHIBIT A  
TO  
MORTGAGE DATED 199

## Legal Description of the Premises:

### 1 THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS

#### PARCEL 1

THAT PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1930 AS DOCUMENT NUMBER 10447492, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

CONCERNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 16, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 318.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 419.60 FEET TO A POINT ON THE EASTERN EXTENSION OF THE CENTRALINE OF A 14" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING, THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 186.74 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 61.74 FEET, THENCE ON AN AZIMUTH OF 139 DEGREES 14 MINUTES 27 SECONDS, 11.74 FEET; THENCE ON AN AZIMUTH OF 139 DEGREES 14 MINUTES 27 SECONDS, 44.66 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 19 MINUTES 58 SECONDS, 41.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 395.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 15 SECONDS, 39.42 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 175.76 FEET TO THE SOUTHERN LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 240 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 14.21 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1937 AS DOCUMENT NUMBER 10956716, THENCE SOUTH THROUGH THE FOLLOWING THE COURSE ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION THEREON OR AN AZIMUTH OF 216 DEGREES 17 MINUTES 38 SECONDS, 168.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 19 MINUTES 58 SECONDS, 311.86 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 06 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 00 SECONDS, 69.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 120.46 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 2.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 123.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 217.65 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 160.36 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 361.47 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 24.00 FEET TO THE CENTERLINE OF A 14" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 154.30 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

LOT 3 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1937 AS DOCUMENT NUMBER 10956716.

#### PARCEL 3:

RIGHT FOR USE OF RAILROAD TRACKS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1930 AS DOCUMENT NUMBER 10447492, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

CONCERNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 16, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 318.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 419.60 FEET TO A POINT ON THE EASTERN EXTENSION OF THE CENTRALINE OF A 14" CONCRETE FOUNDATION WALL, THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 186.74 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 11 MINUTES, 53 SECONDS 11.74 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 18 MINUTES 27 SECONDS, 43.74 FEET; THENCE ON AN AZIMUTH OF 139 DEGREES 14 MINUTES 27 SECONDS, 48.06 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 395.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 15 SECONDS, 39.42 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 15 MINUTES 07 SECONDS, 18.37 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 15 MINUTES 07 SECONDS, 130.14 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 21 MINUTES 01 SECONDS, 11.47 FEET TO THE SOUTHERN LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 00 DEGREES 21 MINUTES 01 SECONDS, 140.47 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 11.47 FEET TO THE INTERSECTION WITH THE WEST LINE OF CAMPBELL AVENUE AFORESAID AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED); PRODUCED NORTH, THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 21 MINUTES 00 SECONDS, 140.34 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 14.66 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 14.66 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 395.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 15 SECONDS, 39.42 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 18.37 FEET TO THE WEST LINE OF CAMPBELL AVENUE AFORESAID; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 14.66 FEET TO THE POINT OF BEGINNING.

#### PARCEL 4:

RIGHT FOR USE OF RAILROAD TRACKS AND ANOTHER RIGHT TO USE THE WEST SIDE OF SAID CAMPBELL AVENUE IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1930 AS DOCUMENT NUMBER 10447492, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

CONCERNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF

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## EXHIBIT A-1

TO

MORTGAGE DATED 12/16/1984, 1994

### Legal Description of the Premises:

CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 16, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1894 (NOW VACANT), PRODUCED NORTH, TURNING WEST ON AN AZIMUTH OF 170 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 524.77 FEET, THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 43.40 FEET TO A POINT ON THE EASTWARD EXTENSION OF THE CENTRELINE OF A 34 INCH CONCRETE FOUNDATION WALL, THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 388.76 FEET, THENCE ON AN AZIMUTH OF 07 DEGREES 01 MINUTES 01 SECONDS, 43.71 FEET, THENCE ON AN AZIMUTH OF 07 DEGREES 18 MINUTES 17 SECONDS, 61.74 FEET FOR A POINT OF BEGINNING, THENCE ON AN AZIMUTH OF 117 DEGREES 18 MINUTES 17 SECONDS, 46.06 FEET, THENCE ON AN AZIMUTH OF 66 DEGREES 15 MINUTES 00 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 355.11 FEET, CENTRAL ANGLE 18 DEGREES 23 MINUTES 16 SECONDS, 55.17 FEET, THENCE ON AN AZIMUTH OF 49 DEGREES 11 MINUTES 23 SECONDS, 11.91 FEET, THENCE ON AN AZIMUTH OF 34 DEGREES 19 MINUTES 01 SECONDS, 375.76 FEET TO THE SOUTHERN LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, THENCE ON AN AZIMUTH OF 156 DEGREES 37 MINUTES 00 SECONDS, 50.20 FEET, THENCE ON AN AZIMUTH OF 330 DEGREES 53 MINUTES 20 SECONDS, 142.51 FEET, THENCE ON AN AZIMUTH OF 360 DEGREES 07 MINUTES 21 SECONDS, 100.00 FEET TO THE POINT OF BEGINNING.

### PARCEL

BASICALLY FOR PURPOSES, CORRIDOR AND ACCESS OVER THE SOUTH 160 FEET OF THE WEST 30 FEET OF LOTS 2, 3, 4, 5, AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 23 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 25, 1930 AS DOCUMENT NUMBER 10567452 ALSO PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 AND RANGE APPROXIMATELY, TAKEN AS A TRACT, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 16, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1894 (NOW VACANT), PRODUCED NORTH, THENCE WEST ON AN AZIMUTH OF 170 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 524.77 FEET, THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 43.40 FEET TO A POINT ON THE EASTWARD EXTENSION OF THE CENTRELINE OF A 34 INCH CONCRETE FOUNDATION WALL, THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 388.76 FEET, THENCE ON AN AZIMUTH OF 07 DEGREES 01 MINUTES 01 SECONDS, 43.71 FEET; THENCE ON AN AZIMUTH OF 330 DEGREES 53 MINUTES 21 SECONDS, 55.17 FEET, THENCE ON AN AZIMUTH OF 117 DEGREES 18 MINUTES 17 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 66 DEGREES 15 MINUTES 00 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 355.11 FEET, CENTRAL ANGLE 18 DEGREES 23 MINUTES 16 SECONDS, 11.91 FEET, THENCE ON AN AZIMUTH OF 34 DEGREES 19 MINUTES 01 SECONDS, 375.76 FEET TO THE SOUTHERN LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, BEING ALSO THE EAST END OF THE LINE FOR EXPLANATION ACCORDING TO DOCUMENT NO. 10562424, RECORDED JANUARY 27, 1964, THENCE ON AN AZIMUTH OF 180 DEGREES 47 MINUTES 00 SECONDS ALONG SAID EAST END OF THE LINE 113.97 FEET, THENCE ON AN AZIMUTH OF 180 DEGREES 59 MINUTES 01 SECONDS, 7.43 FEET; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.43 FEET, CENTRAL ANGLE 07 DEGREES 34 MINUTES 00 SECONDS, 37.01 FEET, THENCE ON AN AZIMUTH OF 310 DEGREES 41 MINUTES 06 SECONDS, 17.35 FEET TO THE AFOPMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED NORTH, THENCE ON AN AZIMUTH OF 180 DEGREES 16 MINUTES 00 SECONDS ALONG SAID WEST LINE, 144.49 FEET TO THE NORTHEAST CORNER OF LOT 4 APPROXIMATELY, THENCE ON AN AZIMUTH OF 90 DEGREES 18 MINUTES 00 SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG THE EAST LINE OF LOTS 4, 5 AND 1, A DISTANCE OF 1129.84 FEET TO THE NORTH LINE OF WEST 35TH STREET, THENCE ON AN AZIMUTH OF 370 DEGREES 00 MINUTES 00 SECONDS 30.00 FEET TO THE POINT OF BEGINNING.

PIN'S : ~~16-36-200-001~~  
~~16-36-201-008~~  
- ~~16-36-200-034~~  
~~16-36-201-010~~  
- ~~16-13-200-036~~  
- ~~16-13-201-033~~

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## EXHIBIT B

TO  
MORTGAGE DATED 24<sup>th</sup> November, 1992

### Liens, claims and encumbrances:

None except:

All liens, claims and encumbrances specified on Chicago Title Insurance Company commitment for title insurance dated December 6, 1993, bearing No. 1401 007491353 D1 and any policy on title insurance issued pursuant to said commitment as same now exists or may hereafter be amended.

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