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**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FINANCING STATEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

95094867

BY

WINTZ PROPERTIES, INC.

AS MORTGAGOR

TO

LEO WOLK AND STANLEY KAGIN

TOGETHER

AS MORTGAGEE,

TO SECURE
\$1,060,000 PROMISSORY NOTE

Dated: January 6, 1995

Property of Cook County Clerk's Office



Tax statements for the real property described in this instrument should be sent to:

Wintz Properties, Inc.
P.O. Box 75842
Roseville, Minnesota 55175

This instrument was drafted by:

BRIGGS AND MORGAN, P.A.
2200 First National Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101

THIS MORTGAGE SECURES
INDEBTEDNESS UNDER WHICH THE
MAXIMUM PRINCIPAL AMOUNT WHICH
MAY BE SECURED BY THIS MORTGAGE
IS \$1,060,000.00

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MORTGAGE, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") made as of the 6th day of January, 1995 by WINTZ PROPERTIES, INC., a Minnesota corporation (the "Mortgagor") in favor of LEO WOLK and STANLEY KAGIN (together the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagee has agreed to make a loan to George L. Wintz ("GLW") in the amount of \$1,060,000.00 pursuant to the terms and subject to the conditions set forth in that certain loan agreement of even date herewith by and between GLW and Mortgagee ("Loan Agreement"); and

WHEREAS, said loan is evidenced by that certain Promissory Note in the original principal amount of \$1,060,000.00 dated as of the date hereof, payable to the order of the Mortgagee, (collectively the "Note") bearing interest at the rate set forth in the Note and maturing not later than June 30, 1997; and

WHEREAS, Mortgagor is the fee owner of the Real Property (as legally described on Exhibit A hereto); and

WHEREAS, the Mortgagee has required, as an express condition precedent to making such loans to GLW that the Mortgagor secure the Note by this Mortgage.

NOW THEREFORE, THIS MORTGAGE FURTHER WITNESSETH, that in consideration of the original principal sum of One Million Sixty Thousand and No/100 Dollars (\$1,060,000.00) made available to GLW (the "Note Amount") ("Mortgage Amount"), and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure, and as security for, the payment to Mortgagee of the principal of and interest and other premiums, penalties and charges on the Note and the performance and observance by the Mortgagor of all of the covenants, agreements, representations, warranties and conditions contained herein and in the Loan Agreement and all related documents or agreements, the Mortgagor does hereby grant, bargain, sell, convey, assign, transfer, pledge, set over and confirm unto the Mortgagee, its successors and assigns, forever, and does hereby grant a mortgage lien and security interest to the Mortgagee, its successors and assigns, forever, in and to any and all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to the tracts

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of land legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Land");

Together with (a) all of the buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land; (b) all heating, plumbing and lighting apparatus, elevators and motors, engines and machinery, electrical equipment, incinerator apparatus, air-conditioning apparatus, water and gas apparatus, pipes, water heaters, refrigerating plant and refrigerators, water softeners, carpets, carpeting, storm windows and doors, window screens, screen doors, storm sash, window shades or blinds, awnings, locks, fences, trees, shrubs, and all other fixtures, equipment and personal property of every kind and nature whatsoever now or hereafter owned by the Mortgagor and attached or affixed to the Land, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing; (c) all hereditaments, easements, rights, privileges and appurtenances now or hereafter belonging, attached or in any way pertaining to the Land or to any building, structure or improvement now or hereafter located thereon; (d) the immediate and continuing right to receive and collect all rents, income, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement (oral or written) for the leasing, subleasing, use or occupancy of all or part of the Land now, heretofore or hereafter made or agreed to by Mortgagor; (e) all of the leases and agreements described in (d) above, together with all guarantees therefor and any renewals or extensions thereof; and (f) all insurance and other proceeds of, and all condemnation awards with respect to, the foregoing (all of the foregoing is hereinafter collectively referred to as the "Mortgaged Property").

The filing of this Mortgage shall constitute a fixture filing in the office where it is filed and a carbon, photographic or other reproduction of this document may also be filed as a financing statement:

Name and Address of
Debtor and Record
Owner of Real Estate

Wintz Properties, Inc.
2323 Terminal Road
Roseville, Minnesota 55129
Federal Tax I.D. No. 41-140557

Name and Address of
Secured Party:

Leo Wolk and Stanley Kagin
2905 Dean Parkway
Minneapolis, MN 55416-4485

Description of the Types
(or items) of property
covered by this
financing statement:

See above

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Description of real estate to which all or a part of the collateral is attached or upon which it is located: See Exhibit A attached hereto.

Some of the above described collateral is or is to become fixtures upon or minerals and mineral rights located upon the real estate described on Exhibit A, and this financing statement is to be filed for record in the public real estate records.

AND THE MORTGAGOR, for itself, its heirs, successors and assigns, does covenant with the Mortgagee, its successors and assigns, that it is lawfully seized of the Mortgaged Property and has good right to sell and convey the same; that the Mortgaged Property is free from all encumbrances except as may be further stated in this Mortgage; that the Mortgagee, its successors and assigns, shall quietly enjoy and possess the Mortgaged Property; and that the Mortgagor will WARRANT AND DEFEND the title to the same against all lawful claims not specifically excepted in this Mortgage.

PROVIDED, NEVERTHELESS, that if GLW shall pay all principal outstanding under the Note, plus interest at the rate set forth in the Note, on the unpaid principal balance, as computed in accordance with the terms and conditions of the Note, and any other sums due and owing under the Note or the Loan Agreement, and shall also pay or cause to be paid all other sums, with interest thereon, as may be advanced by the Mortgagee in accordance with this Mortgage either to protect the lien of this Mortgage, or by way of additional loan or for any other purpose, and shall also keep and perform all and singular the covenants herein, required on the part of the Mortgagor to be kept and performed (the Note and all such sums, together with interest thereon, and such covenants herein collectively referred to as the "Indebtedness Secured Hereby"), then this Mortgage shall be null and void, in which event the Mortgagee will execute and deliver to the Mortgagor in form suitable for recording at Mortgagor's expense a full satisfaction of this Mortgage; otherwise this Mortgage shall remain in full force and effect.

ARTICLE I.

GENERAL COVENANTS, AGREEMENTS, WARRANTIES

SECTION 1.01. MAINTENANCE; REPAIRS. Mortgagor shall keep and maintain the Mortgaged Property in good condition, repair and operating condition free from any waste or misuse, and will comply in all material respects with all requirements of law, municipal ordinances and regulations, restrictions and covenants affecting the Mortgaged Property and its use, and will promptly

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repair or restore any building, improvements or structures now or hereafter located on the Land which may become materially (as determined in Mortgagee's reasonable discretion) damaged or destroyed to their condition prior to any such damage or destruction. Mortgagor shall not acquiesce in any rezoning classification, modification or restriction affecting the Land, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld. Mortgagor shall not vacate or abandon the Mortgaged Property.

SECTION 1.02. PAYMENT OF UTILITY CHARGES, TAXES AND ASSESSMENTS.

Mortgagor shall, before any penalty attaches thereto, pay or cause to be paid all charges made for electricity, gas, heat, water, sewer and other utilities furnished or used in connection with the Mortgaged Property, and all taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the Mortgaged Property and will, within fifteen (15) days after the due date thereof, furnish the Mortgagee receipted bills evidencing such payment.

Nothing in this Section 1.03 shall require the payment or discharge of any obligations imposed upon Mortgagor by this Section so long as Mortgagor shall diligently and in good faith and at their own expense contest the same or the validity thereof by appropriate legal proceeding which shall operate to prevent the collection thereof or other realization thereof and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided, however, that during such contest Mortgagor shall, at the reasonable request of Mortgagee, provide security satisfactory to Mortgagee, assuring the discharge of Mortgagor's obligation under this Section and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further, however, that if at any time payment of any obligation imposed upon Mortgagor by this Section shall become necessary to prevent the delivery of a tax deed conveying the Land or any portion thereof because of nonpayment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

SECTION 1.03. LIENS. Except for liens and encumbrances, if any, listed on Exhibit B attached hereto or consented to in writing by or granted to Mortgagee ("Permitted Encumbrances"), Mortgagor will keep the Mortgaged Property free from all liens (other than liens for taxes and assessments not yet due and payable and those for which no action to commence a foreclosure has been filed) and encumbrances of every nature whatsoever heretofore or hereafter arising and, upon written demand of Mortgagee, Mortgagor will pay and procure the release of any such lien or encumbrances. Notwithstanding the foregoing to the contrary, Mortgagor shall have the right to contest, in good faith, any involuntary lien against

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the Mortgaged Property so long as (i) they proceed with due diligence and (ii) they provide to the Mortgagee a surety bond or other security acceptable to the Mortgagee in its discretion in an amount up to 150% of the amount of the disputed lien.

SECTION 1.04. COMPLIANCE WITH LAW. Mortgagor will promptly comply in all material respects with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property unless the same is being diligently contested by Mortgagor in good faith and by proper proceedings.

SECTION 1.05. RIGHT OF MORTGAGEE TO ENTER. Mortgagor will permit Mortgagee and its agents to enter, and to authorize others to enter, upon any or all of the Land, at any time and from time to time, during normal business hours, to inspect the Mortgaged Property, to perform or observe any covenants, conditions or terms hereunder which Mortgagor shall fail to perform, meet or comply with, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under the Mortgage.

SECTION 1.06. RIGHT OF THE MORTGAGEE TO PERFORM. If Mortgagor fails to pay all and singular any taxes, assessments, levies or other similar charges or encumbrances heretofore or hereafter assessed against the Mortgaged Property or fails to obtain the release of any lien or encumbrance (other than a Permitted Encumbrance) of any nature heretofore or hereafter arising upon the Mortgaged Property or fails to perform any other covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which adversely affects or questions the title to or possession of the Mortgaged Property or the interest of Mortgagor or Mortgagee therein, then the Mortgagee, at the Mortgagee's option, with notice to Mortgagor, may perform such covenants and agreements, investigate and defend against such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. Any amounts disbursed by the Mortgagee pursuant to this Section 1.06, including without limitation court costs and expenses and reasonable attorneys' fees, with interest thereon, shall become additional indebtedness of Mortgagor and shall be secured by this Mortgage. Such amount shall be payable upon written notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at a rate equal to the greater of (i) the rate of interest then in effect under the Note, or (ii) eighteen percent (18%) per annum or, if such rate is illegal or usurious, at the maximum rate then permitted by law. Nothing contained in this Section 1.06 shall require

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Mortgagee to incur any expense or to do any act or thing hereunder.

SECTION 1.07. ASSUMPTION. Mortgagor, its successors and assigns shall not sell, assign, lease, convey, mortgage or otherwise encumber or dispose of either the legal or equitable title or both to all or any portion of the Mortgaged Property or any other interest therein (except pursuant to Permitted Encumbrances) without the prior written consent of Mortgagee.

SECTION 1.08. ASSIGNMENT OF RENTS. Mortgagor does hereby sell, assign and transfer unto Mortgagee (i) the immediate and continuing right to receive and collect all rents, income, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement (oral or written) for the leasing, subleasing, use or occupancy of all or any part of the Mortgaged Property now, heretofore or hereafter made or agreed to by Mortgagor, and (ii) all of such leases and agreements, together with all guarantees therefor and any renewals or extensions thereof, for the Purpose of securing payment of the indebtedness of Mortgagor under the Note and the documents related thereto.

Mortgagor does hereby irrevocably appoint Mortgagee its true and lawful attorney in its name, place and stead, with or without taking possession of the Mortgaged Property, to rent, lease, sublease, let or sublet all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms, as it in its discretion may determine, and to collect all of said avails, rents, income, issues and profits arising from or accruing at any time hereafter under each and all of such leases and agreements, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Mortgaged Property.

Mortgagor represents and agrees that no rent has been or will be paid in advance by any person in possession of all or any portion of the Mortgaged Property for more than one installment or one month, whichever is the longer, and that the payment of none of the rents to accrue for all or any portion of the Mortgaged Property has or will be waived, released, reduced or discounted, or otherwise discharged or compromised, by Mortgagor. Mortgagor waives any right of setoff against any person in possession of all or any portion of the Mortgaged Property. Mortgagor represents that they have not assigned any of said rents or profits to any third party and agrees that it will not so assign any of said rents or profits without the prior written consent of Mortgagee.

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Nothing contained herein shall be construed as constituting Mortgagee "a mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Mortgagee. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all rents from future leases or subleases upon all or any part of the Mortgaged Property and to execute and deliver, immediately upon request of Mortgagee, as such further assurances and assignments in the Mortgaged Property as Mortgagee from time to time shall reasonably require.

Although it is the intention of the parties that this Assignment of Leases and Rents shall be a present assignment, it is expressly understood and agreed that, anything herein contained to the contrary notwithstanding, Mortgagee shall not exercise any of the rights and powers conferred upon it herein unless and until an Event of Default shall occur and nothing herein contained shall be deemed to affect or impair any rights which Mortgagee may have under the Note, the Mortgage or any other document or agreement related hereto or thereto.

At any time after the occurrence of an Event of Default (as defined in the Note), Mortgagee may:

I. At Mortgagee's option without notice to Mortgagor, either in person or by agent, with or without any action or proceeding, or by a receiver appointed by a court of competent jurisdiction pursuant to law, peaceably take possession of the Mortgaged Property and have, hold, manage, lease, sublease and operate the same as a mortgagee in possession; or

II. Mortgagee, without taking possession of the Mortgaged Property, may sue for or otherwise collect and receive all rents, income and profits from the Mortgaged Property to which Mortgagor would otherwise be entitled, including those past due and unpaid with full power to make from time to time all adjustments thereto, as may seem proper to Mortgagee.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, sublease or rental agreements relating to the Mortgaged Property, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless from and against any and all liability, loss or damage which they may or

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might incur under any such lease, sublease or agreement or under or by reason of the assignment of the rents thereof and from and against any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on their part to perform or discharge any of the terms, covenants or agreements contained in any of such leases, provided that Mortgagor shall not indemnify and hold harmless Mortgagee from any liability loss or damage resulting from acts or omissions of the Mortgagee which occur on or after the date Mortgagee takes possession of the Mortgaged Property. Should Mortgagee incur any liability, loss or damage by reason of this assignment of leases and rents, or in the defense of any claim or demand, Mortgagor agrees to reimburse Mortgagee for the amount thereof, including costs, expenses and reasonable attorney's fees, immediately upon demand.

Mortgagee, or such agent or receiver, in the exercise of the rights and powers conferred upon them by this assignment of leases and rents shall have the full power to use and apply the rents, issues, income and profits of the Mortgaged Property to which Mortgagor would otherwise be entitled to the payment of or on account of the following in the order listed below:

- I. Reasonable receiver's fees;
- II. Application of tenant security deposits as required by law;
- III. Payment, when due, of prior or current real estate taxes or special assessments with respect to the Mortgaged Property, or the periodic escrow for the payment of the taxes or special assessments;
- IV. Payment, when due, of premiums for insurance of the type required by this Mortgage, or the periodic escrow for the payment of the premiums; and
- V. All expenses for normal maintenance of the Mortgaged Property;

provided, however, that nothing herein shall prohibit the right to reinstate pursuant to law or equity, or the right to redeem granted pursuant to law or equity.

Any excess cash remaining after paying the expenses listed in clauses (I) through (V) above shall be applied to the payment of the Note and shall be deemed to be credited to the amount required to be paid to effect a reinstatement or redemption or, if the period of redemption ends without redemption, such remaining

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amounts shall be paid to the purchaser at the foreclosure sale, its successors or assigns.

Mortgagor does further specifically authorize and instruct each and every present and future lessee, sublessee, tenant or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease or sublease to Mortgagee upon receipt of demand from Mortgagee so to pay the same after the occurrence of an Event of Default.

Any tenants, subtenants or other occupants of all or any part of the Mortgaged Property are hereby authorized to recognize the claims of Mortgagee hereunder without investigating the reason for any action taken by Mortgagee, or the validity or the amount of indebtedness owing to Mortgagee, or the application to be made by Mortgagee of any amounts to be paid to Mortgagee. The sole signature of any officer or attorney of Mortgagee shall be sufficient for the exercise of any rights under this assignment of leases and rents and the sole receipt of Mortgagee for any sums received by such tenants, subtenants or other occupants shall be a full discharge and release therefor. Checks for all or any part of the rentals collected under this Assignment of Leases and Rents shall be drawn to the exclusive order of Mortgagee.

SECTION 1.09. FURTHER ASSURANCES. At any time and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of the Mortgagor hereunder and under the Note and the mortgage and security interest granted by this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee its agent and attorney in fact of Mortgagor so to do.

SECTION 1.10. EXPENSES. Mortgagor will pay or reimburse Mortgagee for all reasonable attorney's fees, costs and expenses incurred by Mortgagee in any legal proceeding or dispute of any kind in which Mortgagee is made a party, or appears as party plaintiff or defendant, affecting the Indebtedness Secured Hereby, this Mortgage, the interest created herein or the Mortgaged Property, including but not limited to the exercise of the power of sale set forth in this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof and any such amounts paid by Mortgagee shall be added to the indebtedness secured by this Mortgage.

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SECTION 1.11. BOOKS AND RECORDS FINANCIAL STATEMENTS. Mortgagor will keep and maintain full, true and accurate books of account adequate to reflect correctly the results of the operation of the Mortgaged Property, all of which books and records relating thereto shall be open to inspection by Mortgagee or its representative during normal business hours.

SECTION 1.12. HAZARDOUS SUBSTANCES. Except in the ordinary course of Mortgagor's business, Mortgagor covenants and agrees that it shall not, nor shall it permit others to, use the Mortgaged Property for the business of generating, transporting, storing, treating or disposing of any pollutant, toxic or hazardous waste or substance, nor shall they either take or fail to take any action which may result in a release of any hazardous substance from or onto the Mortgaged Property.

Mortgagor agrees to indemnify and to hold Mortgagee harmless from any and all claims, causes of action, damages, penalties, and costs (including, but not limited to, reasonable attorneys' fees, consultants' fees and related expenses) which may be asserted against, or incurred by, Mortgagee resulting from or due to release of any hazardous substance or waste on the Mortgaged Property or arising out of any injury to human health or the environment by reason of the condition of or past activity upon the Mortgaged Property. Mortgagor's duty to indemnify and hold harmless includes, but is not limited to, proceedings or actions commenced by any person (including, but not limited to, any federal, state, or local governmental agency or entity) before any court or administrative agency. Mortgagor further agrees that pursuant to their duty to indemnify under this section, Mortgagor shall indemnify Mortgagee against all expenses incurred by Mortgagee as they become due and not waiting for the ultimate outcome of the litigation or administrative proceeding. Mortgagor's obligations to indemnify and hold Mortgagee harmless hereunder shall survive repayment of the Mortgage Amount and satisfaction or foreclosure of this Mortgage.

ARTICLE II.

INSURANCE, CONDEMNATION AND USE OF PROCEEDS

SECTION 2.01. INSURANCE. Mortgagor shall keep any buildings, structures, fixtures and other improvements now existing or hereafter erected on the Land, insured against loss by fire, vandalism and malicious mischief, perils of extended coverage, and such other hazards, casualties and contingencies as may be reasonably specified by Mortgagee, in an amount not less than the Mortgage Amount. All insurance shall be carried in companies licensed to do business in the State of the location of the Land

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and approved by Mortgagee and the policies and renewals thereof shall (i) contain a waiver of defense based on coinsurance, (ii) be constantly assigned and pledged, as to the Mortgaged Property, to and held by Mortgagee as additional security for the Indebtedness Secured Hereby, (iii) have attached thereto loss-payable clauses in favor of and in form acceptable to Mortgagee, and (iv) provide that Mortgagee shall receive at least thirty (30) days' prior written notice of cancellation or any substantial modification of the policy. In default thereof, Mortgagee may effect any insurance required to be maintained by Mortgagor pursuant to this Section 2.01 and the amount paid therefor shall become immediately due and payable with interest at a rate equal to the rate of interest then in effect under the Note, and shall be secured by this Mortgage. In the event of loss or damage to the Mortgaged Property, Mortgagor will give immediate written notice thereof to Mortgagee, who may make proof of loss or damage if not made promptly by Mortgagor. Mortgagor hereby authorizes Mortgagee to settle and compromise all claims on such policies and hereby authorizes and directs each insurance company concerned to make payment for any such loss to Mortgagor and Mortgagee jointly. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any property insurance policies then in force shall pass to the purchaser at the foreclosure sale.

SECTION 2.02. CONDEMNATION. Mortgagor shall give Mortgagee immediate written notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Property or any easement therein or appurtenance thereof. If all or any part of the Mortgaged Property is damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking, acquisition or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, to be applied to the Indebtedness Secured Hereby.

SECTION 2.03. MORTGAGOR TO REPAIR, REPLACE, REBUILD OR RESTORE. If any Indebtedness Secured Hereby is outstanding when all or any part of the Mortgaged Property is materially destroyed or damaged or taken in condemnation, unless Mortgagee, at its option, elects to apply such proceeds to payment of the Note and any other Indebtedness Secured Hereby, which option is hereby irrevocably granted by Mortgagor to Mortgagee:

(1) Mortgagor shall proceed promptly, subject to the provisions of Subsection (2) of this Section 2.03, to replace,

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repair, rebuild and restore the Mortgaged Property to substantially the same condition as existed before the taking or event causing the damage or destruction, with such changes, alterations and modifications (including substitution or addition of other property) as may be desired by Mortgagor and approved by Mortgagee, which approval will not be unreasonably withheld;

(2) All proceeds of any insurance claim shall be paid directly to Mortgagee. Mortgagee shall apply the proceeds, less such sum, if any, required for payment of all reasonable expenses incurred in collecting the same ("Net Proceeds"), to payment of the costs of repair, replacement, rebuilding or restoration of the Mortgaged Property upon compliance with such construction and disbursement terms as Mortgagee may deem reasonably necessary, including deposit by Mortgagor with Mortgagee of such funds of Mortgagor as may be required to insure payment of all costs of rebuilding, restoration, repair or replacement. If such deposit is not made when requested by Mortgagee, or if an Event of Default occurs while Mortgagee is retaining the Net Proceeds, Mortgagee may apply the Net Proceeds to the Indebtedness Secured Hereby. The balance of the Net Proceeds remaining after payment of all costs of any repair, rebuilding, replacement or restoration of the Mortgaged Property shall be applied as a prepayment of the Indebtedness Secured Hereby; and

(3) Mortgagor shall not, by reason of the payment of any costs of repair, rebuilding, replacement or restoration, be entitled to any reimbursement from Mortgagee or any abatement or diminution of the amounts payable under the Note, Loan Agreement or on any other Indebtedness Secured Hereby.

ARTICLE III.

REMEDIES

SECTION 3.01. REMEDIES. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee may, at its option, exercise any and all of the following rights and remedies (and any other rights and remedies available to it under applicable law or any document related hereto):

(1) the Mortgagee shall be entitled to the immediate appointment of a receiver of the Mortgaged Property by a court of competent jurisdiction in accordance with law;

(2) the Mortgagee may, without notice to the Mortgagor, declare immediately due and payable all indebtedness secured

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by this Mortgage and the same shall thereupon be immediately due and payable;

(3) the Mortgagee may foreclose this Mortgage by action or (to the extent permitted by law) advertisement upon written notice thereof to the Mortgagor, and the Mortgagor hereby authorizes the Mortgagee to do so, power being herein expressly granted to sell the Mortgaged Property at public auction without any prior hearing thereof and to convey the same to the purchaser, in fee simple, pursuant to law in such case made and provided and, out of the proceeds arising from such sale, to pay all Indebtedness Secured Hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorney's fees permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay, and to pay the surplus, if any, to the Mortgagor, its successors or assigns; and

(4) the Mortgagee may exercise any of the remedies made available to a secured party under the Uniform Commercial Code in effect in the State where the Property is located, or other applicable law, with respect to any of the Mortgaged Property which constitutes personal property, including without limitation the right to take possession thereof, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Mortgagor hereby waives), and the right to sell, lease or otherwise dispose of or use any or all of such personal property. Mortgagee may require Mortgagor to assemble such personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both Mortgagor and Mortgagee. If notice to Mortgagor of any intended disposition of any of the Mortgaged Property constituting personal property or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 4.02 hereof) at least ten (10) calendar days prior to the date of intended disposition or other action.

In the event of a sale under this Mortgage, whether by virtue of judicial proceedings or otherwise, the Mortgaged Property may, at the option of the Mortgagee, be sold as one parcel and as an entirety or in such parcels, manner and order as the Mortgagee in its sole discretion may elect.

Mortgagor acknowledges that under no circumstances will Mortgagee be deemed to have assumed any personal or direct responsibility for the performance of Mortgagor's obligations under the Contract for Deed.

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SECTION 3.02. PURCHASE OF MORTGAGED PROPERTY. In case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, the Mortgagee, its successors and assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Note and any claims for interest, late charges and prepayment premiums matured and unpaid thereon, together with any other Indebtedness Secured Hereby, if any, in order that there may be credited as paid on the purchase price the sum, or any part thereof, then due under the Note, including principal thereof and interest, late charges and prepayment premiums, if any, thereon, and any other Indebtedness Secured Hereby.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.01. SUCCESSORS AND ASSIGNS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagor and the Mortgagee, including among the Mortgagor's assigns any purchasers or transferees of the Mortgaged Property.

SECTION 4.02. NOTICES. Any notice, request, demand or other communication permitted or required hereunder shall be deemed duly given if delivered or mailed postage prepaid, certified or registered, addressed to the last known address of such party.

SECTION 4.03. HEADINGS. The headings of the sections contained herein are for convenience only and are not to be construed to be a part of or limit or affect the terms hereof.

SECTION 4.04. EXPENSES. In addition to any other expenses to be reimbursed under the Note or Loan Agreement, the Mortgagor shall reimburse the Mortgagee and any participant, upon demand, for all costs and expenses, including without limitation reasonable closing charges, documentary or tax stamps, recording and filing fees, insurance premiums and service charges, paid or incurred by the Mortgagee in connection with (i) the preparation, negotiation, approval, execution and delivery of the Note, the Mortgage and any other documents and instruments related hereto or thereto; (ii) the negotiation of any amendments or modifications to any of the foregoing documents, instruments or agreements and the preparation of any and all documents necessary or desirable to effect such amendments or modifications; and (iii) the enforcement by the Mortgagee during the term hereof or thereafter of any of the rights or remedies of the Mortgagee or any participant hereunder or under any of the foregoing documents, instruments or agreements, including without limitation costs and expenses of collection,

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whether or not suit is filed with respect thereto and whether such costs are paid or incurred, or to be paid or incurred, prior to or after entry of judgment.

SECTION 4.05. DEFINITIONS. As used herein, the term "Event of Default" shall have the meaning assigned to such term in the Note.

SECTION 4.06. RELEASE PRICES. Mortgagee agrees to release the Mortgaged Property from the lien hereof upon receipt of written request therefor from Mortgagor after principal payments under the Note in the amount of \$200,000.00.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered to the Mortgagee as of the day and year first above written.

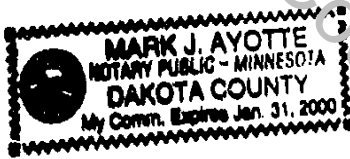
WINTZ PROPERTIES, INC.

By: *George L. Wintz*
Its President

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 6th day of January, 1995, by George L. Wintz, President of Wintz Properties, Inc., a Minnesota corporation, for and on behalf of the corporation.

Mark J. Ayotte
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

The land situated in the County of Cook, State of Illinois,
described as follows:

See Exhibit A attached hereto and incorporated
herein by reference.

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34 AND A PART OF LOT 35 IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, LOTS 17 TO 22 INCLUSIVE, LOT 34 AND PART OF LOTS 16 AND 35 OF HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5, LOTS 1, 2, 4, 5, AND 6 IN THE RESUBDIVISION OF PART OF THE EAST 1/2 OF BLOCK 5 TOGETHER WITH VACATED STREET AND ALLEY LYING BETWEEN SAID LOTS ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF WEST 33RD STREET; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY, A DISTANCE OF 250 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG THE WEST LINE OF SOUTH WOLCOTT STREET 63.87 FEET TO AN ANGLE IN SAID STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTH WOLCOTT STREET, A DISTANCE OF 284.68 FEET TO THE NORTH LINE OF WEST 33RD STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 33RD STREET, A DISTANCE 244.20 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14 TO 25, BOTH INCLUSIVE, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 13, INCLUSIVE TAKEN AS A TRACT, EXCEPTING FROM SAID TRACT THE NORTH 33 FEET THEREOF IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A PARCEL OF LAND COMPRISING ALL OF LOTS 36 TO 42, INCLUSIVE TOGETHER WITH PARTS OF LOTS 35 AND 43, ALL IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5; ALSO ALL OF LOTS 9 TO 15 INCLUSIVE, ALL OF LOTS 36 TO 42 INCLUSIVE, TOGETHER WITH PART OF LOTS 8, 16, 35 AND 43, ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF SAID BLOCK 5; ALSO THAT PART OF THE VACATED STREET AND VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS THEREOF, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN SAID J. P. WILLARD'S SUBDIVISION WITH A LINE 250 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF ALLEY, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH A LINE 450 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE LAST MENTIONED PARALLEL LINE IN THIS DESCRIPTION; AND THENCE WEST ALONG THE PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5A:

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS, IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49, AND 50 IN WILLARDS SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID, (EXCEPTING FROM THE AFORESAID STRIP OF LAND THE NORTH 1/2 OF THE EAST 250.00 FEET THEREOF).

PARCEL 5B

A PERPETUAL NON EXCLUSIVE EASMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING LAND: THE NORTH 1/2 OF OF THE EAST 250.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS: A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49 AND 50 IN WILLARDS SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 66.00 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID.

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EXHIBIT B

Permitted Encumbrances

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof
2. Rights or claims of parties other than Mortgagor in actual possession of any or all of the property.
3. Recorded and unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
4. Unfiled mechanics' or materialmen's liens.
5. Real estate taxes.
6. Levied and pending special assessments hereafter levied.
7. Permitted Encumbrances as set forth on Exhibit B attached hereto and incorporated herein by reference.

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EXHIBIT B

Permitted Encumbrances

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof.
2. Rights or claims of parties other than Mortgagor in actual possession of any or all of the property.
3. Recorded and unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
4. Unfiled mechanics' or materialmen's liens.
5. Real estate taxes.
6. Levied and pending special assessments hereafter levied.
7. Permitted Encumbrances as set forth on Exhibit B attached hereto and incorporated herein by reference.

EXCEPTIONS FROM COVERAGE

~~THIS DOCUMENT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND AND THE COUNTY ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DOCUMENT.~~

GENERAL EXCEPTIONS:

- ~~(1) RIGHTS OF CLAIM OF PARTIES IN GOOD FAITH NOT SHOWN BY THESE RECORDS.~~
- ~~(2) MEMORANDA, EJECTMENTS, EASEMENTS, EMBODIMENTS, OR OTHER MATTERS WHICH ARE NOT REFLECTED IN THE PUBLIC RECORDS AND INSPECTION OF THE PREMISES.~~
- ~~(3) EASEMENTS OR OTHER RIGHTS WHICH ARE NOT REFLECTED IN THE PUBLIC RECORDS.~~
- ~~(4) RIGHTS OF PARTIES IN POSSESSION OF THE PREMISES OR MATERIAL HEREAFTER ACQUIRED BY THEM.~~
- ~~(5) RIGHTS OF PARTIES IN POSSESSION OF THE PREMISES OR MATERIAL HEREAFTER ACQUIRED BY THEM.~~

1. TAXES FOR THE YEARS 1992 AND 1993.

NOTE: 1992 FINAL INSTALLMENT NOT DELINQUENT BEFORE AUGUST 2, 1993.
 NOTE: 1993 TAXES NOT DELINQUENT BEFORE MARCH 1, 1994.
 NOTE: THE AMOUNT OF THE 1992 FIRST ESTIMATED INSTALLMENT HAS BEEN DEPOSITED WITH THE COUNTY COLLECTOR.

PERMANENT TAX NOS. 17-31-207-030, 17-31-208-010, 17-31-207-036,
 17-31-207-029, 17-31-207-037, 17-31-208-008, 17-31-208-009, 17-31-207-039,
 AND 17-31-208-017.

2. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES IN SAID VACATED STREET AND ALLEY FOR MAINTENANCE THEREIN OF POLES AND CONDUITS BY REASON OF A 6 INCH WATER MAIN RUNNING NORTH AND SOUTH LOCATED 26 FEET EAST OF THE WEST LINE OF VACATED WINCHESTER AVENUE AND BY REASON OF POLES, ANCHORS AND AERIAL CABLES OF THE ILLINOIS BELL TELEPHONE COMPANY IN THE NORTH AND SOUTH VACATED ALLEY BETWEEN VACATED SOUTH WINCHESTER AVENUE AND SOUTH WOLCOTT AVENUE

(AFFECTS PARCELS 1, 4, AND 5)

3. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE WARRANTY DEED DATED DECEMBER 1, 1959 AND RECORDED DECEMBER 19, 1959 AS DOCUMENT 17744954 FROM DARLING AND COMPANY TO FREIGHT DISTRIBUTORS INC THAT THE LAND WILL NOT BE USED FOR A GENERAL RENDERING BUSINESS OR FOR THE PURPOSE OF STORING, HANDLING OR CURING HIDES, SKINS, TALLOW, CRACKLING OR FOR THE SELLING, HANDLING OR OTHERWISE DEALING IN ANY PRODUCT OR PROPERTY WHICH IS THE RESULT OF SAID BUSINESS OR FOR THE PURPOSE OF GIVING INGRESS AND EGRESS BY RAIL OR OTHERWISE TO ANY RENDERING PLANT OR COMPANY OR OWNER THEREOF.

~~THIS DOCUMENT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND AND THE COUNTY ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DOCUMENT.~~

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~~SCHEDULE B~~

~~INSTRUMENT~~
(CONTINUED)

(AFFECTS PARCEL 2)

4. (A) RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED ALLEY AND OF WINCHESTER STREET;

(B) RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED ALLEY AND OF WINCHESTER STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.

(AFFECTS PARCEL 5)

5. ENCROACHMENT OF STEEL FENCE AND CONCRETE APRON OVER NORTH LINE OF PARCEL 5 AS SHOWN ON PLAN OF SURVEY DATED APRIL 13, 1951.

6. EASEMENT FOR INGRESS AND EGRESS OVER AND UPON PART OF PARCEL 5A AS CREATED BY MUTUAL EASEMENT AGREEMENT BETWEEN THE O. K. TRUCKING COMPANY AND TRUSTEES UNDER THE AGREEMENT DATED NOVEMBER 20, 1961 ALSO KNOWN AS THE CHICAGO KANSAS CITY FREIGHT LINES INC EMPLOYEES PROFIT SHARING TRUST DATED JANUARY 25, 1972 AND RECORDED MARCH 14, 1972 AS DOCUMENT 21835729.

(AFFECTS THE SOUTH 1/2 OF THE EAST 250 FEET OF A STRIP OF LAND 66 FEET IN WIDTH LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 5 TO 8, BOTH INCLUSIVE LOTS 43 TO 46, BOTH INCLUSIVE AND THE 15 FOOT NORTH AND SOUTH ALLEY VACATED PER DOCUMENT 11127078, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46, ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN COURTS SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LINE DRAWN 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVENS' SUBDIVISION SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LOT OF WEST 33RD STREET, THE EAST LIMIT OF THE AFORESAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 AND 46, ALL IN COOK COUNTY, ILLINOIS.)

7. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN THE LAND WITH RESPECT TO UNRECORDED EASEMENTS.

8. THE RECORDING OF ANY DEED OR OTHER INSTRUMENT OF CONVEYANCE OF THE LAND, OR ASSIGNMENT OF THE BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, MAY BE SUBJECT TO REAL ESTATE TRANSFER TAXES LEVIED BY THE CITY OF CHICAGO AND IS SUBJECT TO:

(1) PRIOR APPROVAL BY THE WATER COMMISSIONER AND

(2) EITHER CERTIFICATION OF EXEMPTION FROM THE CITY BUILDING

RECORDED

~~INFORMATION COVERED~~
(CONTINUED)

REGISTRATION ORDINANCE OR ATTACHMENT OF EITHER A CERTIFICATION OF REGISTRATION OR A RECEIPT FROM THE DEPARTMENT OF BUILDINGS SHOWING THAT THE BUILDING HAS BEEN REGISTERED BY THE PURCHASER. IN THE ABSENCE OF SUCH APPROVAL, THE RECORDER OF DEEDS IS REQUIRED BY STATE LAW TO REFUSE TO RECORD OR REGISTER INSTRUMENTS OF CONVEYANCE THAT ARE NOT IN COMPLIANCE WITH SUCH TAX REQUIREMENTS.

9. FOREIGN TRANSCRIPT OF JUDGMENT ENTERED IN:

CASE NUMBER: 9106997
COURT: CIRCUIT
COUNTY: HAMILTON COUNTY, OHIO
RECORDED: FEBRUARY 19, 1992
DOCUMENT NUMBER: 92104489
IN FAVOR OF: BRUCE A. COOK INC., DBA COOK TRANE SERVICE AGENCY
AGAINST: OK TRUCKING COMPANY
AMOUNT: \$13,948.04

10. ENCROACHMENTS AS DISCLOSED BY SURVEY MADE BY CHICAGOLAND SURVEY COMPANY DATED JULY 6, 1992 AS FILE NO. 52-44:

A) GATE OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 15 FEET BETWEEN PARCELS 1 AND 2.

B) FENCE OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF ABOUT 100 FEET BETWEEN PARCELS 3, AND 5A

C) CONCRETE WALKS OVER 15 FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 15 FEET BETWEEN PARCELS 3, 4, AND 5A.

D) OVERHUNG CONCRETE WALL WITH LIGHT POLES OVER THE WEST LINE OF PARCELS 2 AND 3 BY UNDISCLOSED AMOUNTS.

E) DRIVEWAY LOCATED MAINLY ON PARCELS 5A AND 5B OVER AND ONTO PROPERTY NORTH AND ADJOINING BY AN UNDISCLOSED AMOUNT.

F) FENCE LOCATED MAINLY ON THE LAND OVER THE SOUTHEAST CORNER OF PARCEL 1 BY AN UNDISCLOSED AMOUNT FOR A DISTANCE OF 284 FEET.

11. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES, IF ANY, IN EASEMENT RECORDED AS DOCUMENT 14468202 AND ABROGATED BY INSTRUMENT RECORDED AS DOCUMENT 21835726 FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.

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(AFFECTS PARCEL 5B)

12. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED WEST 32ND STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWEFS, ETC.

13. JUDGMENT ENTERED IN CASE 92UC2319 IN UNITED STATES DISTRICT COURT ON JUNE 16, 1992 IN FAVOR OF LOCAL 710 HEALTH, WELFARE AND PENSION FUNDS IN THE AMOUNT OF \$71,937.30 AND AGAINST OK TRUCKING COMPANY, AN OHIO CORPORATION, NOTICE FILED NOVEMBER 13, 1992 AS DOCUMENT 92851742.

14. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 6 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

NOTE THE FOLLOWING IS PROVIDED FOR YOUR INFORMATION AND IS NOT A PART OF THIS DOCUMENT/POLICY.

THE FOLLOWING ENVIRONMENTAL RECORDS (AS MAINTAINED BY THE ORDER OF REED PROPERTY) SHALL BE PROVIDED UPON REQUEST AND INCLUDE A DESCRIPTION OF THE INSUREE OR ASSURED WHEREOF:

15. MECHANICS' LIEN CLAIM:

BY:	PROFESSIONAL TANK SERVICES LTD.
AGAINST:	OK TRUCKING COMPANY
RECORDED:	APRIL 8, 1993
DOCUMENT NUMBER:	93262236 AND RE-RECORDED APRIL 12, 1993 AS DOCUMENT 93267320
AMOUNT:	\$13,198.41

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