UNOFFICIAL COPY Property or County Clerk's Office

MOFFICIAL COPY COUNTRY PROPERTY OF THE PROPERT

96621985

EXHIBIT 2

LEGAL DESCRIPTION

LOT 12 AND 13 IN BLOCK 50, IN THE SUBDIVISION OF BLOCKS 45, 47, 48, 49, 50, 51 AND 52 IN THE CIRCUIT COURT PARTITION OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS 16-31-314-012 (LOT 12) AND 16-31-314-013 (LOT 13)

COMMONLY KNOWN AS: 6832-40 OGDEN AVE., BERWYN, IL 60402

"R DEPT-O1 RECORDING

\$29.50

- T47777 TRAN 7693 08/14/96 10:31:00
- 45941 4 RH #~96-621985
- COOK COUNTY RECORDER

AS:

COUNTY CONTYS

Set ocument Services Lasalle, Ste 2054 Chicago, IL 60603

DESCRIPTION OF

Proberty of Cook County Clerk's Office

EXHIBIT 3

Mortgugor/Debior: American National Bank and Trust Company of Chicago as successor Trustee to Comerica Bank-Illinois, successor to Manufacturers Affiliated Trust Company, successor to Affiliated Bank/Western National, successor to Western National Bank of Cicero as Trustee under Trust Agreement dated September 8, 1964 and known as Trust Number 3375.

Secured Party: Comerica Bank-Illinois

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Mortgagor/Drotor (hereinafter referred to from time to time as "Debtor") or in which the Mortgagor/Debtor may now or at any time hereafter have any interest or rights, together with all of Mortgagor/Debtor's rights, title and interest therein and thereto:

- All machinery, apparatus, equipment, inventory, fittings, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, sir, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, witchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the "Premises" (as described in Exhibit 2) or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said 19450.
- 2. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.
- 3. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance,

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EXHIBIT 3

Mortgagor/Debtor: American National Bank and Trust Company of Chicago as successor Trustee to Comerica Bank-Illinois, successor to Manufacturers Affiliated Trust Company, successor to Affiliated Bank/Western National, successor to Western National Bank of Cicero as Trustee under Trust Agreement dated September 8, 1964 and known as Trust Number 3375.

Secured Party: Comerica Bank-Illinois

DESCRIPTION OF COLLATERAL

All of the collowing property now or at any time hereafter owned by Mortgagor/Debtor (hereinafter referred to from time to time as "Debtor") or in which the Mortgagor/Debtor may now or at any time hereafter have any interest or rights, together with all of Mortgagor/Debtor's rights, title and interest therein and thereto:

- 1. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, am, for the purpose of supplying or distributing heat, light, rir, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the "Premises" (as described in Exhibit 2) or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be semoved by such tenant at the expiration or termination of said lease.
- 2. All aquipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.
- 3. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance,

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management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered by Debtor or Trustee, including any subcontracts, material supply contracts, and including all of Debtor's or Trustee's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to non-performance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor or Trustee and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the buildings and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

- 4. Any and all accounts, chattel paper and general intangibles, now or heriafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's or Trustee's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor or Trustee in connection with the ownership, construction, maintanance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's or Trustee's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.
- 5. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.
- 6. All proceeds of or any payments due to or for the account of Debtor or Trustee under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unsarned premiums payable to Debtor or Trustee on or with respect to any such policies or agreements.
- 7. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the property or any building or improvement now or hereafter located on the Property.
- 8. All proceeds of, substitutions and replacements for accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items) chattel paper, security agreements, documents of title and all other documents and instruments.

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