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97899310

Prepared by and after recording, return to:

Jill D. Block, Esq.
Shapiro, Shapses, Block LLP
156 West 56th Street - 19th Floor
New York, New York 10019
(212) 314-0100

DEPT-01 RECORDING \$63.00
TRAN 0588 12/01/97 12:24:00
CG *-97-899310
COOK COUNTY RECORDER

7669754-D2-TM5 249 MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

63⁰⁰

from

SERVICO HOUSTON, INC., SERVICO WINTER HAVEN, INC., SERVICO MARYLAND, INC.,
SERVICO WEST PALM BEACH, INC. and SERVICO ROLLING MEADOWS, INC.
collectively, as Mortgagor

to

JOLIE LENZ, ESQ., AS TRUSTEE for the benefit of Lehman Brothers Holdings Inc.
(but only to the extent this instrument applies to property located in the State of Texas)

HERBERT GOLDMAN and TIMOTHY D. A. CHRISS, AS TRUSTEE
for the benefit of Lehman Brothers Holdings Inc.
(but only to the extent this instrument applies to property located in the State of Maryland)

and

LEHMAN BROTHERS HOLDINGS INC., AS MORTGAGEE
(but only to the extent this instrument applies to property located in the State of Florida or Illinois)

Dated: as of November 21, 1997

THIS INSTRUMENT SECURES PURCHASE MONEY FINANCING

The latest maturity of the indebtedness secured hereby is December 1, 1999.

This instrument shall constitute a fixture filing under the Uniform Commercial Code.

Ramada Plaza Hotel 12801 Northwest Fwy. Houston, TX	Holiday Inn Third Street S.W. Winter Haven, FL	Holiday Inn 8757, 8767, 8777 Georgin Ave. Silver Spring, MD	Sheraton Hotel 630 Clearwater Park Rd. West Palm Beach, FL	Holiday Inn 3405 Algonquin Rd. Rolling Meadows, IL
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Title Co: Chicago Title Insurance Company
 Title Nos.: 44-901-80-211631 (Houston) 509600637AL (West Palm Beach)
 509725200MT (Winter Haven) 1401-07669754 D2 (Rolling Meadows)
 9783-00839 (Maryland)

PROPERTY ADDRESS
97899310

THIS IS A MULTI-STATE TRANSACTION. THE VALUE OF THE FLORIDA COLLATERAL IS \$20,000,000.00. THE TOTAL VALUE OF ALL COLLATERAL IS \$66,500,000.00. THE RATIO OF THE VALUE OF THE FLORIDA PROPERTY TO THE VALUE OF ALL COLLATERAL SECURING ALL OBLIGATIONS IS .3 TO 1. THE LOAN AMOUNT IS \$42,550,000.00. PURSUANT TO RULES 12B-4.054(3)(b) AND 12C-2.004(2)(b)(1), F.A.C., TAXES ARE PAID ON THE BASIS OF \$12,765,000.00 WHICH IS THE PRORATED ALLOCATION FOR THE FLORIDA PROPERTY. FLORIDA DOCUMENTARY STAMPS IN THE AMOUNT OF \$44,677.50 AND INTANGIBLE TAX IN THE AMOUNT OF \$25,530.00 HAVE BEEN PAID IN CONNECTION WITH THIS MORTGAGE.

BOX 333-CTI

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Prepared by and after recording, return to:

Jill D. Block, Esq.
Shapiro, Shapses, Block LLP
156 West 56th Street - 19th Floor
New York, New York 10019
(212) 314-0100

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This MORTGAGE, DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT is dated as of the 21st day of November, 1997.

SERVICO HOUSTON, INC., a Texas corporation ("Houston"), SERVICO WINTER HAVEN, INC., a Florida corporation ("Winter Haven"), SERVICO MARYLAND, INC., a Maryland corporation ("Maryland"), SERVICO WEST PALM BEACH, INC., a Florida corporation ("West Palm"), and SERVICO ROLLING MEADOWS, INC., an Illinois corporation ("Rolling Meadows"), each having an address at c/o Servico, Inc., 1601 Bovedere Road, West Palm Beach, Florida 33406 (Houston, Winter Haven, Maryland, West Palm and Rolling Meadows, collectively, "Mortgagor") for \$10.00 and other valuable consideration paid in hand to Mortgagor by Lehman Brothers Holdings Inc., a Delaware corporation with an address at 3 World Financial Center, New York, New York 10285 ("Lender"), does each hereby grant, bargain, sell and convey: (a) unto Jolie Lenz, Esq., as Trustee for the benefit of Lender, having an address at 2727 Allen Parkway, Suite 1900, Houston, Texas 77019 ("Texas Trustee") (but only to the extent this instrument applies to property located in the State of Texas and is to be governed pursuant to the laws of such State); (b) unto Herbert Goldman and Timothy D. A. Chriss, as Trustee for the benefit of Lender, each having an address at 233 East Rowood Street, Baltimore, Maryland 21202 (collectively, "Maryland Trustee") (but only to the extent this instrument applies to property located in the State of Maryland and is to be governed pursuant to the laws of such State); and (c) unto Lender and unto its successors and assigns forever, all of its right, title and interest in and to certain lands in Harris County, Texas, Polk County, Florida, Montgomery County, Maryland, Palm Beach County, Florida, and Cook County, Illinois, all as more particularly described in Exhibits A-1, A-2, A-3, A-4 and A-5 attached hereto and made a part hereof (collectively, the "Premises"; together with the following described property, collectively, the "Mortgaged Property");

TOGETHER WITH all machinery, furnishings and equipment including, without limitation, all furnaces, boilers, oil burners, radiators and piping, coal stokers, refrigeration and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, awnings, window shades, kitchen cabinets, plants and shrubbery and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of the Premises, together with any and all replacements thereof and additions thereto, fixtures (including, without limitation, all heating, air conditioning, plumbing and bathroom, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof

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and renewals, replacements thereof and substitutions therefor (including, without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, clock radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washer and dryers), other customary equipment and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the improvements thereon or appurtenant thereto (the "Improvements"), and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements;

TOGETHER WITH all accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as such terms are defined in the Uniform Commercial Code as enacted in each State in which a portion of the Mortgaged Property is located (as the context requires with respect to each such State, the "Uniform Commercial Code"), and all agreements, contracts, certificates, instruments, and other documents, now or hereafter entered into, and all proceeds, substitutions and replacements thereof, all contract rights, insurance proceeds, franchises, books, records, appraisals, architectural and engineering plans, specifications, environmental and other reports relating to the Premises, trademarks, trade names, servicemarks, symbols, logos, copyrights, goodwill, tenant or guest lists, correspondence with present and prospective purchasers, tenants, guests and suppliers, advertising materials and telephone exchange numbers as identified in such materials, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises as a result of tax certiorari or any applications or proceedings for reduction, refunds of real estate taxes and assessments, permits, licenses (to the extent assignable), approvals, actions, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

TOGETHER WITH all leases and other agreements affecting the use, enjoyment or occupancy of the Premises or the Improvements heretofore or hereafter entered into (including, without limitation, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Premises), together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto;

TOGETHER WITH all income, rents, room rates, issues, profits, revenues (including oil and gas or other mineral royalties and bonuses), deposits and other benefits from the operation of the business at the Premises including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other

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obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Premises or personalty located thereon, or rendering of services by Mortgagor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Premises; and

TOGETHER WITH all awards heretofore and hereafter made to Mortgagor for taking by eminent domain the whole or any part of the Premises or any easement therein, including any awards for changes of grade of streets.

TO HAVE AND TO HOLD the Mortgaged Property: (a) unto Texas Trustee (but only to the extent this instrument applies to the Mortgaged Property located in the State of Texas and is to be governed pursuant to the laws of such State); (b) unto Maryland Trustee (but only to the extent this instrument applies to the Mortgaged Property located in the State of Maryland and is to be governed pursuant to the laws of such State), in trust to secure the payment of the Debt (as such term is hereinafter defined) and all other indebtedness intended to be secured hereby; and (c) Lender and unto its successors and assigns (but only to the extent this instrument applies to the Mortgaged Property located in the State of Maryland, Florida or Illinois, and is to be governed pursuant to the laws of such State), in fee simple forever with all appurtenances thereunto belonging, together with all rents and profits therefrom.

The Loan evidenced by the Note is being advanced to finance Mortgagor's acquisition of the Mortgaged Property.

Mortgagor covenants with Lender that Mortgagor will forever warrant and defend the title to the Mortgaged Property against all lawful claims whatever.

Mortgagor waives, to the extent permitted by applicable law, any and all rights of appraisal, sale, redemption and homestead under the laws of each State in which any portion of the Premises is located.

As to the Mortgaged Property located in the State of Texas and in the State of Maryland, *this conveyance is intended to operate* and is to be construed as a deed passing the title to the Mortgaged Property located in each of such States in trust for the benefit of Lender: (a) to Texas Trustee (but only to the extent this instrument applies to the Mortgaged Property located in the State of Texas and is to be governed pursuant to the laws of such State); and (b) to Maryland Trustee (but only to the extent this instrument applies to the Mortgaged Property located in the State of Maryland and is to be governed pursuant to the laws of such State) and is made under these provisions of the existing laws of such States relating to deeds of trust, and not as mortgages, and is given to secure the "Debt", as hereinafter defined.

1. Successors. The terms *Mortgagor* and *Lender* mean and include the successors in interest of such parties.

2. Debt Secured. This instrument is given to secure the payment of an interest bearing loan and debt in the original principal sum of *Forty-Two Million Five Hundred Fifty Thousand*

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and 00/100 (\$42,550,000.00) Dollars evidenced by a promissory note dated the date hereof (such note, the "Note"; such indebtedness, the "Debt"). The initial maturity date of the Debt is one year from the first day of the first full calendar month following the date hereof. As more particularly set forth in the Note, Mortgagor has the right to extend the maturity of the Note for an additional 12-month period, subject to certain terms and conditions as more particularly set forth therein.

3. Additional Debt Secured. This instrument also secures Lender for any extensions or renewals of the debt secured hereby and is continuing security for all indebtedness of every nature which shall be owed Lender by Mortgagor prior to foreclosure or satisfaction hereof without limit as to the amount thereof, including but not limited to future loans and advances and sums expended for payment of taxes and assessments, for release of liens and encumbrances, for insurance premiums and for protecting title to and securing possession of the Mortgaged Property.

4. Fixtures. Lender shall have a lien upon and security interest in the building, property and equipment and all other items of tangible personal property, and all replacements thereof and accessions thereto including replacement parts and equipment, located in and on the Mortgaged Property owned by Mortgagor and which are now and hereafter shall become fixtures. This instrument shall be filed in the real estate records and constitutes a fixture financing statement and filing under the Uniform Commercial Code with respect to the Mortgaged Property located in such State. For purposes of Section 9-402 of the Uniform Commercial Code, the following information is provided: (a) the name of the Debtor is Servico Houston, Inc. (for the filing in Texas), Servico Winter Haven, Inc. (for the filing in Polk County, Florida), Servico Maryland, Inc. (for the filing in Maryland), Servico West Palm Beach, Inc. (for the filing in Palm Beach County, Florida) and Servico Rolling Meadows, Inc. (for the filing in Illinois); (b) the address of the debtor is c/o Servico, Inc., 1601 Belvedere Road, West Palm Beach, Florida 33406; (c) the name and address of the secured party is the name and address of the Lender set forth in the second paragraph of this Instrument; (d) the description of the collateral is that of the Mortgaged Property set forth above; and (e) the description of the real estate on which the collateral is located is found in Exhibit A-1 (for Texas), Exhibit A-2 (for Polk County, Florida), Exhibit A-3 (for Maryland), Exhibit A-4 (for Palm Beach County, Florida) and Exhibit A-5 (for Illinois).

5. Severability. If any part or parts hereof shall be inoperative by law, all remaining parts shall remain in full force and effect.

6. Governing Law. The rights and duties of the parties hereto shall be governed by the laws of the State, as applicable, with respect to the location of the particular Mortgaged Property, without regard to principles of conflicts of laws.

7. Discharge. Should the indebtedness secured by this instrument be paid according to the tenor and effect of the Note when the same shall become due and payable and should Mortgagor perform all of the covenants herein contained in a timely manner, then this instrument shall be cancelled and surrendered.

8. Loan Agreement. Mortgagor and Lender are parties to a certain Loan Agreement dated as of the date hereof (the "Loan Agreement"). All of the terms, covenants and conditions of the Loan Agreement, including all provisions relating to defaults, remedies and release provisions, are incorporated herein by this reference with the same force and effect as if fully stated herein. Notwithstanding the foregoing, to the extent permitted by applicable law, Lender shall also have the following rights and remedies:

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(a) If an Event of Default (as such term is defined in the Loan Agreement) shall have occurred and be continuing, Lender, at its option, may sell the Mortgaged Property or any part thereof at public sale or sales before the door of the courthouse of the County in which the Mortgaged Property or any part thereof is situated to the highest bidder for cash, in order to pay the Debt and accrued interest thereon and insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees, if incurred, after advertising the time, place and terms of sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county. At any such public sale, Lender may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part thereof in fee simple, with full warranties of title, and to this end Mortgagor hereby constitutes and appoints Lender the agent and attorney-in-fact of Mortgagor to make such sale and conveyance, and thereby to divest Mortgagor of all right, title or equity that Mortgagor may have in and to the Mortgaged Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Mortgagor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the Debt and accrued interest thereon and shall not be exhausted by one exercise thereof, but may be exercised until full payment of the Debt, accrued interest and all other sums secured hereby.

(b) If an Event of Default shall have occurred and be continuing, Lender may, in addition to and not in abrogation of the rights covered under subsection (a) of this Section, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy: (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this instrument or any other right; and (ii) to pursue any other remedy available to it, all as Lender shall determine most effectual for such purposes.

(c) Upon any foreclosure sale, Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Debt as a credit to the purchase price.

(d) In the event of a foreclosure sale of all or any portion of the Mortgaged Property under the power herein granted, the proceeds of said sale shall be applied, in whatever order Lender in its sole discretion shall decide, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' and court-appointed trustees' fees to insurance premiums, environmental audits or assessments, liens, assessments, taxes and charges, including utility charges, if any, advanced by Lender, to payment of the outstanding principal balance of the Debt or to accrued interest on any of the foregoing and, finally, the remainder, if any, shall be paid to any person lawfully entitled to same.

(e) In the event of any such foreclosure sale by Lender, Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

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9. Security Agreement. This Agreement is a "security agreement" within the meaning of the *Uniform Commercial Code*. The *Mortgaged Property* includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the *Mortgaged Property*. By executing and delivering this instrument, Borrower has granted and thereby grants to Lender, as security for the Debt, a security interest in the *Mortgaged Property* to the full extent that the *Mortgaged Property* may be subject to the *Uniform Commercial Code*.

10. Nomenclature as a Matter of Convenience.

(a) **WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN TEXAS:** Notwithstanding that this Instrument is titled "Mortgage, Deed of Trust, Assignment of Leases and Rents and Security Agreement", it is expressly understood and agreed that this Instrument is and shall be deemed to be a deed of trust, and not a mortgage for all purposes. Additionally, Texas Trustee hereunder for purposes of complying with the requirements of Texas law with respect to that portion of the *Mortgaged Property* located in Texas is Jolie Lenz, Esq., 2727 Allen Parkway, Suite 1900, Houston, Texas 10285.

(b) **WITH RESPECT TO THE COUNTERPARTS OF THIS INSTRUMENT BEING RECORDED IN POLK AND PALM BEACH COUNTIES FLORIDA:** Notwithstanding that this Instrument is titled "Mortgage, Deed of Trust, Assignment of Leases and Rents and Security Agreement", it is expressly understood and agreed that this Instrument is and shall be deemed to be a mortgage, and not a deed of trust, for all purposes.

(c) **WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN MARYLAND:** Notwithstanding that this Instrument is titled "Mortgage, Deed of Trust, Assignment of Leases and Rents and Security Agreement", it is expressly understood and agreed that this Instrument is and shall be deemed to be a deed of trust, and not a mortgage, for all purposes. Additionally, the trustees hereunder for purposes of complying with the requirements of Maryland law with respect to that portion of the *Mortgaged Property* located in Maryland is Herbert Goldman and Timothy D. A. Chriss, each having an address at 233 East Redwood Street, Baltimore, Maryland 21202.

(d) **WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN ILLINOIS:** Notwithstanding that this Instrument is titled "Mortgage, Deed of Trust, Assignment of Leases and Rents and Security Agreement", it is expressly understood and agreed that this Instrument is and shall be deemed to be a mortgage, and not a deed of trust, for all purposes.

11. Appointment of Receiver. Lender may (and is hereby authorized and empowered to) foreclose this instrument in accordance with the laws of the State in which the *Mortgaged Property* in question is located, and at any time after the commencement of an action in foreclosure, or during the period of redemption, if any, the Court having jurisdiction over the case shall at Lender's request appoint a receiver to take immediate possession of the *Mortgaged Property* and to rent or operate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Debt and any additional obligations secured by this Instrument pursuant to Section 2 hereof.

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12. Limitations on Recourse. Anything herein to the contrary notwithstanding, Lender's recourse upon the occurrence of an Event of Default hereunder is limited pursuant to the express provisions of the Note.

13. State Law Provisions.

(a) **WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN ILLINOIS:**

(i) Without limiting the itemization of the indebtedness secured by this instrument set forth in Section 3 above, this instrument also secures all costs of collecting any amounts due hereunder and in connection with the Debt including, without limitation, reasonable attorneys' fees and costs. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total principal balance so secured at any one time shall not exceed \$42,550,000.00, together with interest thereon and any and all disbursements made by Lender for the payment of taxes or insurance on the Mortgaged Property and for reasonable attorneys' fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the collection of any or all of such sums of money. The parties hereby acknowledge and intend that all advances, including future advances whenever hereafter made, shall be entitled to a lien from the time this instrument is recorded, as provided in Section 15-1302(b)(1) of the IMF Act (as such term is defined in subsection (a)(iii) of this Section).

(ii) The Debt secured hereby is a business loan within the purview of the Illinois Interest Act, Ill. Rev. Stat. C. 17, § 6404 (or any substitute, amended or replacement statute) transacted solely for the purpose of carrying on or acquiring the business of Mortgagor.

(iii) With respect to the rights and remedies granted to Lender hereunder and under the Loan Agreement:

(x) In the event that any provision in this Mortgage or the Loan Agreement shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat., c. 110, §§ 15-1101, et seq., as amended from time to time (the "IMF Act"), then the IMF Act shall take precedence over the provisions of this Mortgage or the Loan Agreement, but shall not invalidate or render unenforceable any other provision of this Mortgage or the Loan Agreement that can be construed in a manner consistent with the IMF Act.

(y) If any provision of this Mortgage or the Loan Agreement shall grant to Lender any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the IMF Act in the absence of such provision, then Lender shall be vested with the rights granted in the IMF Act to the fullest extent permitted by law.

(z) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Section 15-1510 and 15-1512 of the IMF Act, whether incurred before or after any decree or judgment of foreclosure, shall be added to the indebtedness secured hereby or by the judgment of foreclosure.

(b) **WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN TEXAS:**

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(i) Public Sale. Upon the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Texas Trustee, at any time thereafter, at the request of Lender (which request is hereby conclusively presumed), to sell at public venue the Mortgaged Property or any part thereof, or any interest therein, to the highest bidder, for cash, at the door of the County Courthouse of the county in Texas in which the property to be sold or any part thereof is situated, between the hours of 10:00 a.m. and 4:00 p.m. of the first Tuesday of any month, after advertising the time, place and terms of said sale, and the property to be sold (such property in this Section being called the "Posted Mortgaged Property"), by posting (or by having any person acting for Texas Trustee post) for at least twenty-one (21) days preceding the date of the sale, written notice of the proposed sale at the Courthouse door of said county in which the Posted Mortgaged Property is situated, and the Posted Mortgaged Property may be sold at the courthouse door of such county, and the notice so posted shall designate the county in which the Posted Mortgaged Property shall be sold. In addition to such posting of notice, Texas Trustee (or any person acting for Texas Trustee), at least twenty-one (21) days preceding the date of the sale, shall file a copy of such written notice of the proposed sale in the office of the county clerk of the county in which the sale is to be made, and in which the Posted Mortgaged Property is situated. In addition to such posting and filing of notice, Lender (or any person acting for Lender), at least twenty-one (21) days preceding the date of the sale, shall serve written notice of the proposed sale by certified mail on each debtor obligated to pay the Indebtedness according to the records of Lender. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at said debtor's most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Mortgagor agrees that no notice of any sale other than as set out in this Section need be given by Texas Trustee, Lender or any other person. Mortgagor designates as Mortgagor's address for the purpose of such notice the address set out above, and each other debtor, if any, obligated to pay the Indebtedness agrees that such address shall likewise constitute such other debtor's address for such notice, unless a different address is designated by such other debtor; no change of such address or designation of a different address shall be binding on Lender until thirty (30) days after Lender has received notice of such change sent to Lender by certified mail postage prepaid, return receipt requested, addressed to Lender at the address for Lender set out herein (or to such other address as Lender may have designated by notice given as above provided to Mortgagor and such other debtors). Any change of address of Lender shall be effective three (3) business days after written notice thereof addressed to Mortgagor and sent by regular United States mail, postage prepaid has been deposited in the care and custody of the United States Postal Service. Mortgagor authorizes and empowers Texas Trustee to sell the Posted Mortgaged Property, or any part thereof (which partial sale shall be governed by Sections 8 hereof) or any interest therein, as an entirety or in parcels, by one sale or by several sales held at one time or at different times as the Texas Trustee shall deem advisable at the time of sale, and to execute and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds of conveyance thereof and bills of sale with covenants of general warranty binding on Mortgagor and Mortgagor's heirs, personal representatives, successors and assigns. Texas Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows:

(x) Texas Trustee shall pay, in addition to the attorney's fees provided for in the Note, the Loan Agreement and in this instrument, the expense of executing this Deed of Trust, including a reasonable fee to Texas Trustee, not to exceed five (5%) percent of the gross proceeds of the sale;

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(y) After paying such expenses, Texas Trustee shall pay so far as may be possible the Indebtedness, discharging first that portion of the Indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note; and

(z) Texas Trustee shall pay the residue, if any, to Mortgagor or its respective heirs, personal representatives, successors or assigns.

Payment of the purchase price to Texas Trustee shall satisfy the obligation of the purchaser at such sale thereof, and such purchaser shall not be bound to look to the application thereof. Notwithstanding the foregoing, if any person or party other than the then owners of the Posted Mortgaged Property shall notify Lender or Texas Trustee of a claim to said sums or any part thereof prior to disbursement thereof by Texas Trustee, then Texas Trustee and Lender or both of them, at their option, may interplead all or any part of said funds into a court of competent jurisdiction and in such event, Mortgagor and Texas Trustee each shall be entitled to recover from such sums so deposited an amount equal to the attorney's fees and other costs and expenses incurred by them, or either of them, in connection with such proceeding, to the full extent permitted by all applicable laws.

(ii) Ratification. Mortgagor hereby ratifies and confirms any and all acts that Texas Trustee shall do lawfully by virtue hereof. Mortgagor hereby agrees, on behalf of Mortgagor and of Mortgagor's respective heirs, personal representatives, successors and assigns, that the recitals contained in any deed or deeds or other instrument executed in due form by any trustee acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument and the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the Mortgaged Property purported to be conveyed by such deed or deeds or other instrument and the passing of title thereby, and all prerequisites and requirements of any sale deeds or other instrument, including without limitation, the purchasers thereof, shall be fully protected in relying upon the truthfulness of such recitals. Texas Trustee acting in accordance with the terms hereof shall not be personally liable for any action taken pursuant hereto.

(iii) Disaffirmance. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any easement granted, or lease or other agreement made in violation of any provision of this instrument, and may take immediate possession of the Mortgaged Property free from, and notwithstanding the terms of, such grant of easement, lease or other agreement.

(iv) Successive Sales. The sale or sales by Texas Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Texas Trustee is specifically empowered to make successive sale or sales, under such power, of such parcels and in such order as Texas Trustee may determine until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Indebtedness and the expense of executing this trust, this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made, provided, however, that Mortgagor shall never have the right to require that the Mortgaged Property be sold, as an entirety or in parcels, but Lender shall have the right, as a matter of Lender's sole discretion, to request Texas Trustee to sell as an entirety or in parcels the Mortgaged Property. In addition, if any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder and Lender shall have the right to have a subsequent sale or sales to be made by Texas Trustee or by any successor or substitute trustee.

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(v) Judicial Foreclosure. In the event a foreclosure sale is commenced hereunder by Texas Trustee, Lender, at any time prior to the completion of such sale, may direct such Texas Trustee to abandon the sale and may thereafter institute suit for foreclosure of any of the liens and security interests created by this instrument. If Lender shall so elect to institute a suit for collection of the indebtedness secured by this instrument or any part thereof and for foreclosure of the liens and security interests evidenced hereby, it is agreed further that Lender, at any time before entry of final judgment, may cause such suit to be dismissed and thereafter direct and require that Texas Trustee proceed to sell the Mortgaged Property, or any part thereof, in accordance with the terms hereof, including but not limited to, the terms of Section 3.03 hereof and the terms of the Texas Business and Commerce Code, as herein provided.

(vi) Remedies Cumulative. Each and all of the rights, powers and remedies hereunder are cumulative of and in addition to all other rights, powers and remedies herein contained or contained in any other instrument or document evidencing, securing or otherwise relating to the Indebtedness or which Lender may have under all applicable laws.

(vii) Perpetual Bar. It shall not be necessary for Texas Trustee to have constructively in his possession any part of the Mortgaged Property and the title and right of possession to such Mortgaged Property, or any part thereof, shall pass to the purchaser or purchasers at such sale as fully as if same had been actually present and delivered to the purchaser at the sale. Any sale made under the terms and provisions of this instrument shall be a perpetual bar against Mortgagor and its respective heirs, personal representatives, successors and assigns.

(viii) Substitute and Successor Trustee. If Texas Trustee shall die or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by Lender so to do, or if, for any reason, Lender shall prefer to appoint a substitute trustee to act instead of the herein named Texas Trustee, Lender shall have full power to appoint, at any time and without any formality other than a written instrument, a substitute trustee and if necessary, several substitute trustees in succession, each of whom shall succeed to all the estate, rights, powers and duties of Texas Trustee named herein, and no notice of such appointment need be given to Mortgagor or to any other person or filed for record in any public office. Such appointment may be executed by any agent of Lender and, if Lender is a corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any executive officer of the corporation.

(ix) Defeasance. All of the covenants and agreements of Mortgagor herein shall survive the execution and delivery of this instrument and shall continue in force until written release hereof is executed by Lender. Accordingly, if Mortgagor shall perform faithfully each and all of the covenants and agreements herein contained and shall pay the Indebtedness in full, then, and then only, this conveyance shall be promptly released in due form, upon Mortgagor's written request and at Mortgagor's expense. No release of this conveyance or the lien thereof shall be valid unless executed by Lender.

(c) WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN MARYLAND:

(i) If any Event of Default shall have occurred, Mortgagor hereby (x) assents to the passage of a decree or decrees for the sale of all or any part of the Mortgaged Property and/or (y) authorizes and empowers Maryland Trustee to sell all or any part of the Mortgaged Property. Any such

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sale, whether by assent to a decree or power of sale shall be carried out in accordance with the applicable laws of Maryland and Rules of Court relating to foreclosures of deeds of trust.

(ii) Maryland Trustee shall not have any liability or accountability hereunder except for willful misconduct or gross negligence. Lender shall have the irrevocable power to remove or substitute trustees at any time and from time to time and powers and duties of Maryland Trustee may be executed by either of them with the same legal force and effect as though executed by both of them including, without limitation, the right and power on the part of either Maryland Trustee to execute and deliver a full or partial release of this instrument for all or any part of the Mortgaged Property covered hereby. If Maryland Trustee and/or Lender are made a party to any claim, investigation, proceeding or litigation concerning this instrument or the Mortgaged Property, then Mortgagor shall indemnify against, defend and hold Maryland Trustee and/or Lender harmless from and against any and all losses, claims, damages, liabilities and related costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or asserted against Maryland Trustee and/or Lender by reason thereof and all such losses, claims, damages, liabilities or related costs and expenses shall be paid by Mortgagor to Maryland Trustee or Lender, as the case may be, upon demand, and shall be secured hereby.

(d) WITH RESPECT TO THE COUNTERPART OF THIS INSTRUMENT BEING RECORDED IN FLORIDA:

(i) Without limiting the itemization of the indebtedness secured by this instrument set forth in Section 3 above, this instrument also secures all costs of collecting any amounts due hereunder or enforcing this instrument and in connection with the Debt including, without limitation, reasonable attorneys' fees and costs, including on appeal.

(ii) With respect to the rights and remedies granted to Lender hereunder and under the Loan Agreement:

(x) In the event any provision of this instrument or the Loan Agreement shall be inconsistent with any provision of Florida law including, without limitation, Chapter 702 Florida Statutes, as amended from time to time (the "Florida Law"), then the Florida Law shall take precedence over the provisions hereof or of the Loan Agreement, but shall not invalidate or render unenforceable any of the provisions hereof or of the Loan Agreement that can be construed in a manner consistent with the Florida Law.

(y) If any provision hereof or of the Loan Agreement shall grant to Lender any rights or remedies upon default of Mortgagor which are more limited than the rights or remedies that would otherwise be vested in Lender under the Florida Law, in the absence of such provision, the Lender shall be vested with such rights and remedies granted in the Florida Law to the fullest extent provided by law.

(z) Without limiting the rights and remedies set out under this instrument or the Loan Agreement, or under the Florida Law, Lender shall have the right to the appointment of a receiver in accordance with and to the fullest extent provided by law.

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this instrument under seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SERVICO HOUSTON, INC.
SERVICO WINTER HAVEN, INC.
SERVICO MARYLAND, INC.
SERVICO WEST PALM BEACH, INC.
SERVICO ROLLING MEADOWS, INC.

#1 Michelle Holland

(Print Name and Address Below)

Michelle Holland
9500 N.W. 14th Street
Pembroke Pines, Florida

By: [Signature] (seal)
David Buddemeyer
President of each of the
foregoing corporations

#2 Kathi M. McFarland

(Print Name and Address Below)

Kathi M. McFarland
1605 US HIGHWAY 1
JUPITER, FLORIDA

THIS IS TO CERTIFY that the within Instrument was prepared by or under the supervision of Servico Maryland, Inc., one of the parties named in the Instrument.

SERVICO MARYLAND, INC.

By: [Signature]
David Buddemeyer
President

[ACKNOWLEDGMENTS]

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(Texas)

THE STATE OF FLORIDA §

COUNTY OF DADE §

This instrument was acknowledged before me this 20th day of November, 1997, by David Buddemeyer, President of **SERVICO HOUSTON, INC.**, a Texas corporation.

Kathi M. McFarland
NOTARY PUBLIC

(Florida)

STATE OF FLORIDA)
: ss:
COUNTY OF DADE)

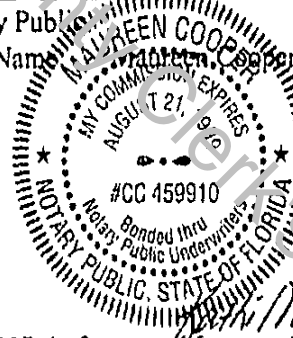


The foregoing instrument was acknowledged before me this 20th day of November, 1997, by David Buddemeyer as President of **SERVICO WINTER HAVEN, INC.**, a Florida corporation, who is personally known to me or who produced his Florida driver's license as identification and who did take oath on behalf of the corporation.

Maureen Cooper
Notary Public
Print Name: **MAUREEN COOPER**

(Maryland)

COUNTY OF DADE)
: ss:
STATE OF FLORIDA)

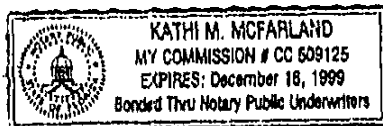


On this the 20th day of November, 1997, before me, ~~Maureen Cooper~~, the undersigned officer, personally appeared David Buddemeyer, who acknowledged himself to be the President of **SERVICO MARYLAND, INC.**, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathi M. McFarland
Notary Public

[Notarial Seal]



My Commission Expires: _____

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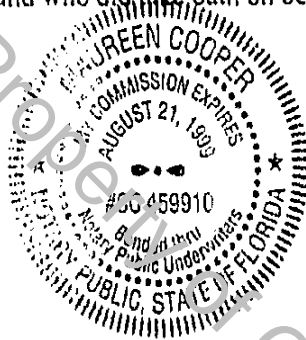
(Florida)

STATE OF FLORIDA)

: ss.:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 20th day of November, 1997, by David Buddemeyer as President of **SERVICO WEST PALM BEACH, INC.**, a Florida corporation, who is personally known to me or who produced his Florida driver's license as identification and who did take oath on behalf of the corporation.



Maureen Cooper

Notary Public

Print Name: Maureen Cooper

(Illinois)

STATE OF FLORIDA)

: ss.:

COUNTY OF DADE)

I, Maureen Cooper, a Notary Public in and for said County and State aforesaid, do hereby certify that David Buddemeyer, not personally but as President of **SERVICO ROLLING MEADOWS, INC.**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act on behalf of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of November, 1997.

Kathi M. McFarland (SEAL)

Notary Public

My commission expires:



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EXHIBIT "A-1"

LEGAL DESCRIPTION [Ramada Plaza - Houston, Texas]

6.7751 acres (295,122 square feet) of land situated in the Joseph Bays Survey, A-127, Harris County, Texas being a part of and out of Unrestricted Reserve "H", Block 9, Northwest Crossing Section Two recorded in Volume 218, Page 49 of the Map Records of Harris County, Texas and being that same called 6.7751 acre tract of land recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Number K926706 (bearing orientation is based on the recorded plat of Reserve "H", Block 9, Northwest Crossing Section Two); said 6.7751 acres being more particularly described by metes and bounds as follows:

BEGINNING at a T.X.D.O.T. Monument found at the intersection of the northerly right-of-way line of Pinemont Drive (based on a width of 80.00 feet) with the northwesterly right-of-way line of U.S. Highway 290 (based on a variable width at this point) and being the most southerly southeast corner of Reserve "H", Block 9, Northwest Crossing Section Two and the herein described tract;

Thence, S87°36'38" W, with the northerly right-of-way line of Pinemont Drive and the southerly line of the herein described tract, at 356.67 feet pass a 5/8 inch iron rod set in the northeasterly line of a 95.00 foot wide Harris County Flood Control District Drainage Easement as shown on map or plat of Northwest Crossing Section Two, continuing in all, a distance of 404.17 to a point in the centerline of the 95.00 foot wide Harris County Flood Control District Drainage Easement for the easterly corner of Reserve "I", Block 9, Northwest Crossing Section Two and the southwesterly corner of the herein described tract and being on a curve to the left;

Thence, in a northwesterly direction, with the northerly line of Reserve "I" and the southwesterly line of the herein described tract and being the centerline of the 95.00 foot wide Harris County Flood Control District Drainage Easement, along said curve to the left having a central angle of 55°10'06", a radius of 150.00 feet, an arc length of 144.43 and a chord bearing of N29°58'25"W a distance of 138.92 feet to the point of tangency of said curve, from which a 3/4 inch iron rod found in the northeasterly line of the 95.00 foot wide Harris County Flood Control District Drainage Easement bears N32°26'32"E, 47.50 feet;

Thence, N57°33'28"W, continuing with the northerly line of Reserve "I" and the southwesterly line of the herein described tract and being the centerline of the 95.00 foot wide Harris County Flood Control District Drainage Easement, a distance of 194.05 feet to a point for the most westerly corner of the herein described tract;

Thence, N31°10'59"E, at a distance of 47.50 feet pass a 5/8 inch iron rod found in the northeasterly line of the 95.00 foot wide Harris County Flood Control District Drainage Easement continuing in all, a distance of 486.15 feet to a 3/4 inch iron rod found in the southerly right-of-way line of U.S. Highway 290 for the most northerly corner of the herein described tract;

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Thence, with the southwesterly right-of-way line of U.S. Highway 290 and the northeasterly line of the herein described tract, the following courses and distance;

S58°49'01"E, a distance of 510.16 feet to a 5/8 inch rod marking the most northerly northeast corner of the herein described tract;

S17°39'59"E, a distance of 129.58 feet to a 24" Hackberry tree found generally occupying the most easterly northeast corner of the herein described tract;

S17°30'02"W, a distance of 219.90 feet to a found T.X.D.O.T. Monument marking the most easterly southeast corner of the herein described tract;

Thence, S42°58'43"W a distance of 35.75 feet to the POINT OF BEGINNING and containing 6.7751 acres (295,122 square feet) of land.

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EXHIBIT "A-2"

LEGAL DESCRIPTION [Holiday Inn, Winter Haven, Florida]

Land lying, situate and being in Polk County, Florida, described as:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 28 South, Range 26 East, in the City of Winter Haven, Florida, described as follows:

Starting at the point of intersection of the East right-of-way line of Third Street (U.S. Highway No. 17), with the South right-of-way line of Avenue "K", Southwest, as located as of March 26, 1980, run thence South along the East right-of-way line of Third Street, Southwest (U.S. Highway No. 17), a distance of 255.0 feet to a concrete marker and the Point of Beginning. From the Point of Beginning run South along the East right-of-way line of Third Street Southwest (U.S. Highway No. 17), a distance of 250.0 feet to a concrete marker, thence run South 89°46' East and parallel to the South right-of-way line of Avenue "K" Southwest, a distance of 175.0 feet to a concrete marker; thence run South and parallel to the East right-of-way line of Third Street Southwest (U.S. Highway No. 17), a distance of 200.0 feet to a concrete marker; thence run South 89°46' East and parallel to the South right-of-way line of Avenue "K" Southwest, a distance of 791.0 feet; thence run North and parallel to the East right-of-way line of Third Street Southwest (U.S. Highway No. 17), a distance of 230.0 feet; thence run North 89°46' West and parallel to the South right-of-way line of Avenue "K" Southwest, a distance of 366.0 feet; thence run North and parallel to the East right-of-way line of Third Street Southwest (U.S. Highway No. 17), a distance of 220.0 feet; thence run North 89°46' West and parallel to the South right-of-way line of Avenue "K" Southwest, a distance of 600.0 feet to the Point of Beginning.

LESS AND EXCEPT:

Commencing at the intersection of the East right-of-way line of U.S. 17 (S.R. 555), Project 1603-774, and the South right-of-way line of Avenue "K" Southwest; thence South 00°27'33" East along said East right-of-way line, 255.14 feet to the Point of Beginning; thence South 00°27'01" East, along said East right-of-way line, 250.00 feet; thence North 89°48'33" East, 12.07 feet; thence North 00°27'37" West, 17.10 feet; thence North 02°05'49" West, 233.03 feet; thence South 89°48'33" West, 5.37 feet to the Point of Beginning, less existing rights-of-way.

LESS AND EXCEPT:

Commencing at the intersection of the East right-of-way line of U.S. 17 (S.R. 555), Project 1603-774 and the Southerlymost right-of-way line of Avenue "K" Southwest; thence South 00°27'33" East along said East right-of-way line, 245.14 feet to the Point of Beginning; thence South 00°27'01" East, along said East right-of-way line 250.00 feet; thence North 89°48'33" East, 12.07 feet; thence North 00°27'37" West, 17.10 feet; thence North 02°05'49" West, 233.03 feet; thence South 89°48'33" West, 5.37 feet to the Point of Beginning, less existing rights-of-way.

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EXHIBIT "A-3"

LEGAL DESCRIPTION (Holiday Inn - Silver Spring, MD)

All that lot or parcel of land located in the 13th Election District of Montgomery County, Maryland and described as follows:

Parcel A in a subdivision known as "Silver Spring Plaza", as per plat thereof recorded in Plat Book 87, Plat 9316, among the Land Records of Montgomery County, Maryland.

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EXHIBIT "A-4"

LEGAL DESCRIPTION
(Sheraton West Palm Beach, Florida)

Lots 7 and 8 and COMMERCIAL TRACT A, of CLEARWATER PARK, according to the Plat thereof, as recorded in Plat Book 33, Page 120, Public Records of Palm Beach County, Florida.

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EXHIBIT "A"

LEGAL DESCRIPTION (Holiday Inn, Rolling Meadows, Illinois)

PARCEL 1:

Lot 1, in ROLLING MEADOWS INDUSTRIAL CENTER, Unit Number 1, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1965 as Document Number 19592045.

Except that part thereof described as follows:

Commencing at the Southeast corner of Lot 2 in said subdivision; thence South 08 degrees 58 minutes 09 seconds West, along the East line of Lot 1, being also the West line of Tollview Drive, 434.42 feet to the Southeast corner of said Lot 1; thence North 81 degrees 01 minutes 51 seconds West, along the South line of said Lot 1, 280.0 feet; thence North 08 degrees 58 minutes 09 seconds East, 230.0 feet; thence South 81 degrees 01 minutes 51 seconds East, 155.0 feet, thence North 8 degrees 58 minutes 09 seconds East 204.42 feet to a point on the South line of aforesaid Lot 2; thence South 81 degrees 1 minute 51 seconds East along the South line of said Lot 2, 125.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

Easement appurtenant to and for the benefit of Parcel 1 for parking, as created in an Easement Agreement dated March 25, 1968 between Forseen, Inc. and Central National Bank in Chicago, not personally, but as Trustee under Trust Agreement dated March 22, 1968 known as Trust Number 9330, recorded in the Office of the Recorder on April 8, 1968 as Document Number 20453348, as modified by Modification of Easement Agreement dated October 1, 1976 between the same parties, recorded in Cook County, Illinois on April 21, 1977 as Document Number 23896728 and further modified by Second Modification of Easement Agreement dated August 6, 1981 and recorded October 2, 1981 as Document 26017921, over the following described property:

That part of Lot 1 in ROLLING MEADOWS INDUSTRIAL CENTER, Unit Number 1, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1965 as Document Number 19592045 bounded by a line described as follows:

Commencing at the Southeast corner of Lot 2 in said subdivision; thence South 8 degrees 58 minutes 9 seconds West along the East line of Lot 1, being also the West line of Tollview Drive, 204.42 feet; thence North 81 degrees 1 minute 51 seconds West, 125.0 feet; thence North 8 degrees 58 minutes 9 seconds East, 204.42 feet to a point on the South line of the aforesaid Lot 2; thence South 81 degrees 1 minute 51 seconds East along the South line of said Lot 2, 125.0 feet to the place of beginning, in Cook County, Illinois.

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PARCEL 3:

Easement appurtenant to and for the benefit of Parcel 1 for the installation, construction and maintenance of water, storm sewer and sanitary sewer lines to connect to existing mains of the City of Rolling Meadows or Metropolitan Sanitary District, as created in an Easement Agreement dated October 6, 1976 between Forseen Inc., and Central National Bank in Chicago, not personally, but as Trustee under a Trust Agreement dated March 22, 1968 known as Trust Number 9330, recorded in Cook County, Illinois, April 21, 1977, as Document Number 23896727, over the following described property:

That part of Lot 1 in ROLLING MEADOWS INDUSTRIAL CENTER, Unit Number 1, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1965 as Document Number 19592045, bounded by a line described as follows:

Commencing at the Southeast corner of Lot 2 in said subdivision; thence South 8 degrees 58 minutes 9 seconds West along the East line of Lot 1, being also the West line of Tollview Drive, 204.42 feet; thence North 81 degrees 1 minute 51 seconds West, 125.0 feet; thence North 8 degrees 58 minutes 9 seconds East, 204.42 feet to a point on the South line of the aforesaid Lot 2; thence South 81 degrees 1 minute 51 seconds East along the South line of said Lot 2, 125.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 4:

Lot 2 in ROLLING MEADOWS INDUSTRIAL CENTER, Unit Number 1, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1965 as Document Number 19592045, in Cook County, Illinois.

PARCEL 5:

Easement appurtenant to and for the benefit of the North 536.55 feet of Lot 1, for the right and privilege to enter upon the driveways, walkways and parking areas as created in an Easement Agreement dated May 4, 1982 and recorded May 21, 1982 as Document Number 2627748 over the following described part of Lot 1 bounded by a line described as follows: Commencing at the Southeast corner of Lot 2 in said subdivision; then South 08 degrees 58 minutes 09 seconds West along the East line of Lot 1, being also the West line of Tollview Drive, 434.42 feet to the Southeast corner of Lot 1; thence North 81 degrees 01 minutes 51 seconds West along the South line of said Lot 1, 280.0 feet; thence North 08 degrees 58 minutes 09 seconds East 230.0 feet; thence South 81 degrees 01 minutes 51 seconds East, 155.0 feet; thence North 08 degrees 58 minutes 09 seconds East 204.42 feet to a point on the South line of aforesaid Lot 2; thence South 81 degrees 01 minutes 51 seconds East along the South line of said Lot 2, 125.0 feet to the place of beginning, in ROLLING MEADOWS INDUSTRIAL CENTER, Unit No. One aforesaid.

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