

Property of Cook County Clerk's Office

LTC
COMMERCIAL
CHES 12. 78-02 306
Dist 6

DuPage Die Casting Corporation,
an Illinois corporation,

Mortgagor,

to

Canadian Imperial Bank of Commerce,
as Administrative Agent,

Mortgagee

37

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Dated as of March 13, 1998

This instrument affects certain real and personal property
located in Cook County,
State of Illinois.

Record and return to:

MAIL TO:

Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.



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Lawyers Title Insurance Corporation

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This instrument was prepared by the above-named attorney

Notice This instrument contains inter alia obligations which may provide for

- (a) a variable rate of interest and/or
- (b) future and/or revolving credit advances or readvances, which when made, shall have the same priority as advances or readvances made on the date hereof whether or not (i) any advances or readvances were made on the date hereof and (ii) any indebtedness is outstanding at the time any advance or re-advance is made.

Property of Cook County Clerk's Office

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of March 13, 1998 (this "Mortgage"), made by DuPage Die Casting Corporation, an Illinois corporation (the "Mortgagor"), having an address at 6119 West Howard Street, Niles, Illinois 60648 to Canadian Imperial Bank of Commerce, having an address at 425 Lexington Avenue, New York, New York 10017, as the Administrative Agent under the Credit Agreement referred to below (together with its successors and assigns from time to time acting as Administrative Agent under such Credit Agreement, the "Mortgagee").

WITNESSETH THAT:

WHEREAS, the Mortgagor is on the date of delivery hereof the owner of fee title to the parcel of land described in Schedule 1 hereto (the "Land") and of the improvements (such term and other capitalized terms used in this Mortgage having the respective meanings specified or referred to in Article IV);

WHEREAS, pursuant to the terms, conditions and provisions of the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Global Metal Technologies, Inc., a Delaware corporation, as a borrower (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto as Lenders, and the Mortgagee, as Administrative Agent, the Lenders and the Issuer have agreed to make Loans to, and to issue Letters of Credit for the account of, the Borrower in the aggregate maximum original principal amount of ONE HUNDRED THIRTY MILLION AND 00/100 DOLLARS (\$130,000,000.00) (such Loans and Letters of Credit are hereinafter referred to collectively as the "Credit Extensions").

WHEREAS, the Credit Extensions consist of:

(i) Revolving Loans in the aggregate maximum original principal amount of THIRTY MILLION AND 00/100 DOLLARS (\$30,000,000.00) having a termination date of March 13, 2003 (the "Revolving Loans Termination Date");

(ii) Letters of Credit in the aggregate maximum original principal amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), each issued Letter of Credit having a Stated Expiry Date no later than five Business Days prior to the Revolving Loans Termination Date (provided, that the aggregate outstanding principal amount of Revolving Loans and Letters of Credit shall not exceed THIRTY MILLION AND 00/100 DOLLARS (\$30,000,000.00));

(iii) Tranche A Term Loans in the aggregate maximum original principal amount of TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00) having a stated maturity of March 13, 2003; and

(iv) Tranche B Term Loans in the aggregate maximum original principal amount of SEVENTY-FIVE MILLION AND 00/100 DOLLARS (\$75,000,000.00) having a stated maturity date of March 13, 2005.

WHEREAS, the Mortgagor is a Wholly Owned Subsidiary of the Borrower and will derive substantial direct and indirect benefits from the consummation of the transactions described in the Credit Agreement and from the Credit Extensions, and in consideration of such benefits and as a material inducement for the Lenders to enter into the Credit Agreement, the Mortgagor has agreed, pursuant to the terms of the Subsidiary Guaranty executed by the Mortgagor, to unconditionally guaranty the payment and performance of all Obligations of the Borrower and each Obligor under the Credit Agreement and the other Loan Documents, as more fully set forth in such Subsidiary Guaranty;

WHEREAS, the Mortgagor has duly authorized the execution, delivery and performance of this Mortgage.

GRANT:

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce the Lenders to make the Credit Extensions pursuant to the Credit Agreement, and in order to secure the full, timely and proper payment and performance of and compliance with each and every one of the Secured Obligations (as hereinafter defined), the Mortgagor hereby irrevocably grants, bargains, sells, mortgages, warrants, aliens, demises, releases, hypothecates, pledges, assigns, transfers and conveys to the Mortgagee and its successors and assigns, forever, all of the following (the "Collateral");

(a) Real Estate. All of the Land and all additional lands and estates therein now owned or hereafter acquired by the Mortgagor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Land and such additional lands and

estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services), all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein, all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein, all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates, and any after-acquired title to any of the foregoing (herein collectively referred to as the "Real Estate");

(b) Improvements. All buildings, structures and other improvements and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter owned or acquired by the Mortgagor and affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

(c) Goods. All building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators), water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens, supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment and machinery, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter owned or acquired by the Mortgagor and located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for

purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods").

(d) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, real and personal property tax refunds, books and records and general intangibles of the Mortgagor relating to the Property and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor relating to the Property (herein collectively referred to as the "Intangibles").

(e) Leases. All rights of the Mortgagor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, subject to applicable law, upon the occurrence of any Event of Default hereunder, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder.

(f) Plans. All rights of the Mortgagor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans").

(g) Permits. All rights of the Mortgagor, to the extent assignable, in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively referred to as the "Permits").

(h) Contracts. All right, title and interest of the Mortgagor, to the extent assignable, in and to all agreements, contracts, certificates, instruments, warrants, appraisals, engineering, environmental, soils, insurance and other reports and studies, books, records, correspondence, files and advertising materials, and other documents, now or hereafter obtained or entered into, as the case may be, pertaining to the construction, use, occupancy, possession, operation, management, leasing, maintenance and/or ownership of the Property and all right, title and interest of the Mortgagor therein (herein collectively referred to as the "Contracts").

(i) Leases of Furniture, Furnishings and Equipment. All right, title and interest of the Mortgagor as lessee, to the extent assignable, in, to and under any leases of furniture, furnishings, equipment and any other Goods now or hereafter installed in or at any time used in connection with the Property.

(j) Rents All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by the Mortgagor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents").

(k) Proceeds All proceeds payable to the Mortgagor upon the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"). and

(l) Other Property All other property and rights of the Mortgagor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing.

AND, without limiting any of the other provisions of this Mortgage, the Mortgagor expressly grants to the Mortgagee, as secured party, a security interest in all of those portions of the Collateral which are or may be subject to the State Uniform Commercial Code provisions applicable to secured transactions;

TO HAVE AND TO HOLD the Collateral unto the Mortgagee, its successors and assigns, forever, subject however to the Permitted Encumbrances

FURTHER to secure the full, timely and proper payment and performance of the Secured Obligations, the Mortgagor hereby covenants and agrees with and warrants to the Mortgagee as follows:

ARTICLE I

COVENANTS AND AGREEMENTS OF THE MORTGAGOR

SECTION 1.1. Payment of Secured Obligations. (i) The Mortgagor agrees that:

(a) it will duly and punctually pay and perform or cause to be paid and performed each of the Obligations at the time and in accordance with the terms of the Subsidiary Guaranty, and

(b) when and as due and payable from time to time in accordance with the terms hereof or of the Subsidiary Guaranty or any other Loan Documents to which the Mortgagor is a party, pay and perform, or cause to be paid and performed, all other Secured Obligations.

SECTION 1.2. Title to Collateral, etc. The Mortgagor represents and warrants to and covenants with the Mortgagee that:

(a) as of the date hereof and at all times hereafter while this Mortgage is outstanding, the Mortgagor (1) is and shall be the absolute owner of the legal and beneficial title to the Property and the legal and beneficial title to or leasehold, license or other rights to use all other property included in the Collateral, and (2) has and shall have good and marketable title in fee simple absolute to the Property, subject in each case only to this Mortgage, the liens expressly permitted pursuant to the terms of the Credit Agreement and the encumbrances set forth in Schedule 2 hereto (collectively, the "Permitted Encumbrances");

(b) the Mortgagor has good and lawful right, corporate power and authority to execute this Mortgage and to convey, transfer, assign, mortgage and grant a security interest in the Collateral, all as provided herein;

(c) this Mortgage has been duly executed, acknowledged and delivered on behalf of the Mortgagor, all consents and other actions required to be taken by the officers, directors and shareholders, as the case may be, of the Mortgagor have been duly and fully given and performed and this Mortgage constitutes the legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms, except to the extent that the enforcement thereof or the availability of equitable remedies may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance or similar laws now or hereafter in effect relating to or affecting creditors rights generally or by general principles of equity, or by the discretion of any court in awarding equitable remedies, regardless of whether such enforcement is considered in a proceeding in equity or at law; and

(d) the Mortgagor, at its expense, will warrant and defend to the Mortgagee, subject to Permitted Encumbrances, such title to the Collateral and the first mortgage lien and first priority perfected security interest of this Mortgage thereon and therein against all claims and demands (other than those of any Lenders or parties claiming under any Lender) and will maintain, preserve and protect such lien and security interest and will keep this Mortgage a valid, direct first mortgage lien of record on and a first priority perfected (so long as the Mortgagee shall execute and deliver to the Mortgagor, in a timely manner, appropriate continuation statements to the extent required by the Uniform Commercial Code of the State) security interest in the Collateral, subject only to the Permitted Encumbrances.

SECTION 1.3. Title Insurance.

SECTION 1.3.1. Title Insurance Policy. Concurrently with the execution and delivery of this Mortgage, the Mortgagor, at its expense, has obtained and delivered to the Mortgagee a loan policy or policies of title insurance in an amount, and in form and substance, reasonably satisfactory to the Mortgagee naming the Mortgagee as the insured, insuring the title to and the first mortgage lien of this Mortgage on the Property, subject to Permitted Encumbrances, with endorsements requested by the Mortgagee. The Mortgagor has duly paid in full all premiums and other charges due in connection with the issuance of such policy or policies of title insurance.

SECTION 1.3.2 Title Insurance Proceeds. All proceeds received by and payable to the Mortgagee for any loss under the loan policy or policies of title insurance delivered to the Mortgagee pursuant to Section 1.3.1, or under any policy or policies of title insurance delivered to the Mortgagee in substitution therefor or replacement thereof, shall be the property of the Mortgagee and shall be applied by the Mortgagee in accordance with the provisions of the Credit Agreement.

SECTION 1.4 Recordation. The Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof), to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration, filing fees, taxes and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect (with the cooperation of the Mortgagee, as appropriate) and protect the lien and security interest of this Mortgage as a valid, direct first mortgage lien and first priority perfected security interest in the Collateral, subject only to the Permitted Encumbrances. The Mortgagor will pay or cause to be paid, and will indemnify the Mortgagee in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments hereto.

SECTION 1.5. Payment of Impositions, etc. Subject to Section 1.8 (relating to permitted contests), the Mortgagor will pay or cause to be paid on or before the same would become delinquent and before any fine, penalty, interest or cost may be added for non-payment, all taxes, assessments, water and sewer rates, charges, license fees, inspection fees and other governmental levies or payments, of every kind and nature whatsoever general and special, ordinary and extraordinary, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Collateral, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes (collectively, the "Impositions"). The Mortgagor will deliver to the Mortgagee, upon request, copies of official receipts or other reasonably satisfactory proof evidencing such payments.

SECTION 1.6. Insurance and Legal Requirements. Subject to Section 1.8 (relating to permitted contests), the Mortgagor, at its expense, will comply, or cause compliance, in all material respects, with

(a) all provisions of any insurance policy covering or applicable to the Collateral or any part thereof, all applicable requirements of the issuer of any such policy with respect to the continued effectiveness thereof, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Collateral or any part thereof or any use or condition of the Collateral or any part thereof (collectively, the "Insurance Requirements"); and

(b) all laws, including Environmental Laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, in each case to the extent having the force of law which now or at any time hereafter may be applicable to the Collateral or any part thereof, or any of the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any use or condition of the Collateral or any part thereof (collectively, the "Legal Requirements").

whether or not compliance therewith shall require structural changes in or interference with the use and enjoyment of the Collateral or any part thereof.

SECTION 1.7. Security Interests, etc. Subject to the provisions of Section 1.8, the Mortgagor will not directly or indirectly create or permit or suffer to be created or to remain, and will promptly discharge or cause to be discharged, any deed of trust, mortgage, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to or any other lien on or in the Collateral or any part thereof or the interest of the Mortgagor or the Mortgagee therein, or any Proceeds thereof or Rents or other sums arising therefrom, other than (a) Permitted Encumbrances, and (b) liens of mechanics, materialmen, tool and die makers, suppliers or vendors or rights thereto incurred in the ordinary course of the business of the Mortgagor for sums not yet due. Unless permitted under the terms of the Credit Agreement, the Mortgagor will not postpone the payment of any sums for which liens of mechanics, materialmen, tool and die makers, suppliers or vendors or rights thereto have been incurred (unless such liens or rights thereto are at the time being contested as permitted by Section 1.8), or enter into any contract under which payment of such sums is postponable (unless such contract expressly provides for the legal, binding and effective waiver of any such liens or rights thereto), in either case, for more than 60 days after the completion of the action giving rise to such liens or rights thereto.

SECTION 1.8. Permitted Contests. The Mortgagor at its expense may contest, or cause to be contested, by appropriate legal or other proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition, Legal Requirement or Insurance Requirement or lien of a mechanic, materialman, tool and die makers, supplier or vendor, provided that, (a) in the case of an unpaid Imposition, lien, encumbrance or charge, such proceedings shall suspend the collection thereof from the Mortgagor, the Mortgagee, and the Collateral (including any rent or other income therefrom) and shall not interfere with the payment of any such rent or income, (b) neither the Collateral nor any rent or other income therefrom nor any part thereof or interest therein would be in any material danger of being sold, forfeited, lost, impaired or interfered with, (c) in the case of a Legal Requirement, neither the Mortgagor nor the Mortgagee would be in material danger of any civil or criminal liability for failure to comply therewith, (d) the Mortgagor shall have furnished such security, if any, as may be required in the proceedings, (e) the non-payment of the whole or any part of any Imposition will not result in the delivery of a tax deed to the Collateral or any part thereof because of such non-payment, (f) the payment of any sums required to be paid under this Mortgage (other than any unpaid Imposition, lien, encumbrance or charge at the time being

contested in accordance with this Section 1.8) shall not be interfered with or otherwise materially adversely affected. (g) in the case of any Insurance Requirement, the failure of the Mortgagor to comply therewith shall not materially adversely affect the validity of any insurance required to be maintained by the Mortgagor under Section 2.1, and (h) that adequate reserves, determined in accordance with GAAP, shall have been set aside on the Mortgagor's books.

SECTION 1.9. Leases The Mortgagor represents and warrants to the Mortgagee that, as of the date hereof, there are no written or oral leases or other agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than the Mortgagor. The Mortgagor will not enter into any such written or oral lease or other agreement with respect to any material portion of the Property except to an unaffiliated third party on market terms without first obtaining the written consent of the Mortgagee.

SECTION 1.10. Compliance with Instruments The Mortgagor at its expense will promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of the Mortgagor under the terms thereof, except to the extent that the failure to do so is not reasonably likely to have a Material Adverse Effect. The Mortgagor will not take any action which may result in a forfeiture or termination of the rights afforded to the Mortgagor under any such instruments and will not, without the prior written consent of the Mortgagee, amend any of such instruments unless the same has become unnecessary to its business, in the reasonable business judgment of the Mortgagor and except to the extent that the failure to do so is not reasonably likely to have a Material Adverse Effect.

SECTION 1.11. Maintenance and Repair, etc. Subject to the provisions of Section 1.12, the Mortgagor will keep or cause to be kept all presently and subsequently erected or acquired Improvements and (to the extent permitted by law) the sidewalks, curbs, vaults and vault space, if any, located on or adjoining the same, and the streets and the ways adjoining the same which are necessary to its business unless the Mortgagor, in good faith, determines that continued maintenance thereof is no longer economical, in good and substantial order and repair, ordinary wear and tear and damage by casualty or condemnation excepted and in such a fashion that neither the value nor utility of the Collateral will be materially diminished, and, at its sole cost and expense, will promptly make or cause to be made all necessary and appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, so that its business carried on in connection therewith may be properly conducted at all times. All repairs, replacements and renewals shall be at least equal in quality, use and value to the original Improvements. The Mortgagor at its expense will do or cause to be done all shoring of foundations and walls of any building or other Improvements on the Property and (to the extent permitted by law) of the ground adjacent thereto, and every other act reasonably necessary for the preservation and safety of the Property by reason of or in connection with any excavation or other building operation upon the Property and upon any adjoining property.

SECTION 1.12. Alterations, Additions, etc. So long as no Event of Default shall have occurred and be continuing, the Mortgagor shall have the right at any time and from time to time

to make or cause to be made alterations of and additions to the Property or any part thereof, provided that any alteration or addition. (a) shall not materially change the general character or the use of the Property or materially reduce the fair market value thereof below its value immediately before such alteration or addition, or materially impair the usefulness of the Property. (b) is effected with due diligence, in a good and workmanlike manner and in compliance in all material respects with all Legal Requirements and Insurance Requirements. (c) except to the extent contested pursuant to Section 1.8 or as otherwise permitted pursuant to the terms of the Credit Agreement, is promptly and fully paid for, or caused to be paid for, by the Mortgagor. (d) is made, in case the estimated cost of such alteration or addition exceeds U.S. \$5,000,000 (i) only after the Mortgagee shall have consented thereto and shall have reviewed and approved in writing the plans and specifications therefor (such consent and approval not to be unreasonably withheld, conditioned or delayed), and (ii) under the supervision of a qualified architect or engineer or another professional reasonably approved by the Mortgagee.

SECTION 1.13. Acquired Property Subject to Lien. All property at any time acquired by the Mortgagor and provided or required by this Mortgage to be or become subject to the lien and security interest hereof, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the lien and security interest of this Mortgage without further action on the part of the Mortgagor or the Mortgagee. The Mortgagor, at its expense, will execute and deliver to the Mortgagee (and will record and file as provided in Section 1.4) an instrument supplemental to this Mortgage reasonably satisfactory in substance and form to the Mortgagee, whenever such an instrument is necessary under applicable law to subject to the lien and security interest of this Mortgage all right, title and interest of the Mortgagor in and to all property provided or required by this Mortgage to be subject to the lien and security interest hereof.

SECTION 1.14. Assignment of Rents, Proceeds, etc. The assignment, grant and conveyance of the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Collateral contained in the Granting Clause of this Mortgage shall constitute an absolute, present and irrevocable assignment, grant and conveyance, provided, however, that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred hereunder, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not more than one month in advance thereof, and in accordance with all of the other terms, conditions and provisions hereof, of the Loan Documents to which the Mortgagor is a party, and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence of an Event of Default, such permission shall terminate immediately and automatically, without notice to the Mortgagor or any other Person except as required by law, and shall not be reinstated upon a cure of such Event of Default without the express written consent of the Mortgagee. Such assignment shall be fully effective without any further action on the part of the Mortgagor or the Mortgagee and the Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to collect, receive and apply all Rents, Proceeds and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of the Mortgagor in any escrowed sums or deposits or any portion thereof or interest therein, whether or not the Mortgagee takes possession of the Collateral or any part thereof to the extent permitted by law. The Mortgagor further grants to the Mortgagee the right,

at the Mortgagee's option, to the extent permitted by law, upon the occurrence of an Event of Default hereunder, to

- (a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and said rents, income, proceeds and other benefits;
- (b) dispossess by the customary summary proceedings any tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under any Lease, contract or other instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;
- (c) let or convey the Collateral or any portion thereof or any interest therein;
and
- (d) apply Rents, Proceeds and such rents, income, proceeds and other benefits, after the payment of all necessary fees, charges and expenses, on account of the Secured Obligations in accordance with Section 3.11.

SECTION 1.15. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against the Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or the furnishing of any such materials or other property is prior to the lien and security interest of this Mortgage. All contractors, subcontractors, vendors and other Persons dealing with the Property, or with any Persons interested therein, are hereby required to take notice of the provisions of this Section.

SECTION 1.16. Indemnification. The Mortgagor will protect, indemnify, save harmless and defend the Mortgagee, the Lenders, and each of their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Indemnified Liabilities") imposed upon or incurred by or asserted against any Indemnified Party by reason of (a) ownership of an interest in this Mortgage, any other Loan Document or the Property, (b) any accident, injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof made or suffered to be made by or on behalf of the Mortgagor, (f) any negligence or tortious act on the part of the Mortgagor or any of its agents, contractors, lessees, licensees or invitees, (g) any work in connection with any alterations, changes, new construction or demolition of or additions to the Property made by or on behalf of

the Mortgagor, or (h) (i) any Hazardous Material on, in, under or affecting all or any portion of the Property, the groundwater, or any surrounding areas, (ii) any material misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in Sections 1.20 and 1.21, (iii) any violation or claim of violation by the Mortgagor of any Environmental Laws, or (iv) the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of any Hazardous Material, except, in any event, for any Indemnified Liabilities arising as the result of any Indemnified Party's gross negligence or wilful misconduct. Notwithstanding the foregoing, however, the Mortgagor shall have no duty to indemnify any Indemnified Party for Hazardous Material first introduced onto any Property after the date on which exclusive possession of and title to such Property is transferred to the Mortgagee or as otherwise limited in the Credit Agreement, including Section 10.4 thereof. Subject to the foregoing, if any action or proceeding be commenced, to which action or proceeding any Indemnified Party is made a party by reason of the execution of this Mortgage or any other Loan Document to which the Mortgagor is a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all reasonable sums paid by the Indemnified Parties, for the expense of any litigation to prosecute or defend the rights and lien created hereby or otherwise, shall be paid by the Mortgagor to such Indemnified Parties, as the case may be, as hereinafter provided. Subject to the foregoing, the Mortgagor will pay and save the Indemnified Parties harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Indemnified Parties in respect of this Mortgage, any Loan Document to which the Mortgagor is a party or any Secured Obligation. All amounts payable to the Indemnified Parties under this Section 1.16 shall be deemed indebtedness secured by this Mortgage and any such amounts which are not paid within fifteen (15) days after written demand therefor by any Indemnified Party thereafter shall bear interest at the rate provided for in Section 3.2.2 of the Credit Agreement. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, the Mortgagor, upon request of such Indemnified Party, will, at the Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Mortgagor and reasonably approved by such Indemnified Party. Except to the extent set forth herein or in the Credit Agreement, the obligations of the Mortgagor under this Section 1.16 shall survive any discharge or reconveyance of this Mortgage and payment in full of the Secured Obligations.

SECTION 1.17. No Credit for Payment of Taxes. The Mortgagor shall not be entitled to any credit against the Secured Obligations by reason of the payment of any tax on the Property or any part thereof or by reason of the payment of any other Imposition, and except to the extent permitted by applicable law shall not apply for or claim any deduction from the taxable value of the Property or any part thereof by reason of this Mortgage.

SECTION 1.18. [Intentionally Omitted].

SECTION 1.19. No Transfer of the Property. Except to the extent permitted by the terms of the Credit Agreement or hereof, the Mortgagor shall not, without the prior written consent of the Mortgagee, which consent may be granted or withheld in the sole and absolute discretion of the Mortgagee (i) sell, convey, assign or otherwise transfer the Property or any

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portion of the Mortgagor's interest therein or (ii) further encumber the Property or permit the Property to become encumbered by any lien, claim, security interest or other indebtedness of any kind or nature other than the Permitted Encumbrances

SECTION 1.20 Security Agreement With respect to the items of personal property and fixtures referred to and described in the Granting Clause of this Mortgage and included as part of the Collateral, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of personal property and fixtures now or hereafter owned by Mortgagor and included herein as a part of the Collateral, in compliance with the provisions of the Uniform Commercial Code as enacted in the State. In this respect, Mortgagor, as "Debtor", expressly grants to Mortgagee, as "Secured Party", a security interest in and to all of the property now or hereafter owned by Mortgagor which constitutes the personal property and fixtures hereinabove referred to and described as Collateral in this Mortgage, including all extensions, accessions, additions, improvements, betterments, renewals, replacements and substitutions thereof or thereto, and all proceeds from the sale or other disposition thereof. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as, and this Mortgage shall be deemed to be, a financing statement filed as a fixture filing in accordance with the law of the State. To the extent permitted by law, any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's reasonable request, any other security agreement and financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage, in such form as Mortgagee reasonably may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the above-described personal property and fixtures, including any replacements and additions thereto other than Permitted Encumbrances. Upon the occurrence of an Event of Default under this Mortgage, the Mortgagee shall have and shall be entitled to exercise any and all of the rights and remedies (i) as prescribed in this Mortgage, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory provisions now or hereafter enacted and specified in said Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of any financing statements in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Mortgagee that everything located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of, the Collateral, which is described or reflected as a fixture in this Mortgage, is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be, regarded as part of the Real Estate conveyed hereby. Mortgagor warrants that Mortgagor's name, identity and address are as set forth herein. The mailing address of the Mortgagee from which information may be obtained concerning the security interest created herein is also set forth herein. This information hereof is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code as enacted in the law of the State for instruments to be filed as financing statements. In accordance with the law of the State, this

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Mortgage shall remain effective as a fixture filing until this Mortgage is released or satisfied of record or its effectiveness otherwise terminates as to the Collateral.

ARTICLE II

INSURANCE, DAMAGE, DESTRUCTION OR TAKING, ETC.

SECTION 2.1. Insurance

SECTION 2.1.1. Risks to be Insured. The Mortgagor will, at its expense, maintain or cause to be maintained insurance in accordance with the requirements of Section 7.1.5(a), (b) and (c) of the Credit Agreement.

SECTION 2.1.2. Separate Insurance. The Mortgagor will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to this Section 2.1.

SECTION 2.2. Damage, Destruction or Taking; Mortgagor to Give Notice; Assignment of Awards. In case of

- (a) any damage to or destruction of the Collateral or any part thereof, or
- (b) any taking, whether for permanent or temporary use, of all or any part of the Collateral or any interest therein or right accruing thereto, as the result of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade affecting the Collateral or any portion thereof (a "Taking"), or the commencement of any proceedings or negotiations which may result in a Taking,

the provisions of Section 7.1.5(d) of the Credit Agreement shall apply and, for this purpose, all awards or payments on account of a Taking which are in excess of \$5,000,000, to the extent not applied within one year by the Mortgagor to the repair, replacement or restoration of the Property subject to the Taking, shall be deemed "Excess Insurance Proceeds."

SECTION 2.3. Application of Proceeds and Awards. The Mortgagee shall apply all Excess Insurance Proceeds in accordance with the terms of Section 3.1.2 of the Credit Agreement.

ARTICLE III

EVENTS OF DEFAULT, REMEDIES, ETC.

SECTION 3.1. Events of Default; Acceleration. If an "Event of Default" (pursuant to and as defined in the Credit Agreement) shall have occurred, then and in any such event subject to the terms of the Credit Agreement, including Section 8.3 thereof, the Mortgagee may at any

time thereafter (unless all Events of Default shall theretofore have been remedied and all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by or on behalf of the Mortgagee, shall have been paid in full by the Mortgagor) declare, by written notice to the Mortgagor, the Secured Obligations to be due and payable immediately or on a date specified in such notice (provided that, upon the occurrence of any Event of Default described in Sections 8.1.9(b) through (d) of the Credit Agreement, the Secured Obligations shall automatically become due and payable), and on such date the same shall be and become due and payable, together with interest accrued thereon, without presentment, demand, protest or further notice, all of which the Mortgagor hereby waives to the extent permitted by law. The Mortgagor will pay within three (3) days after demand all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by or on behalf of the Mortgagee in enforcing this Mortgage, or any other Loan Document to which the Mortgagor is a party, or occasioned by any default hereunder or thereunder.

SECTION 3.2. Legal Proceedings; Foreclosure. If an Event of Default shall have occurred, subject to the terms of the Credit Agreement, including Section 8.3 thereof, the Mortgagee at any time may, at its election, proceed at law or in equity or otherwise to enforce the payment and performance of the Secured Obligations in accordance with the terms hereof and to foreclose the lien of this Mortgage as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. The Mortgagee shall be entitled to recover in such proceedings all costs incident thereto, including attorneys' fees and expenses in such amounts as may be fixed by the court.

SECTION 3.3. Power of Sale. If an Event of Default shall have occurred, subject to the terms of the Credit Agreement, including Section 8.3 thereof, the Mortgagee may, to the extent permitted by applicable law, grant, bargain, sell, assign, transfer, convey and deliver the whole or, from time to time, any part of the Collateral, or any interest in any part thereof, at any private sale or at public auction, with or without demand, advertisement or notice, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as the Mortgagee in its uncontrolled discretion may determine, or as may be required by the terms of the Credit Agreement and as otherwise required by law, and upon such sale the Mortgagee may execute and deliver to the purchaser(s) instruments of conveyance pursuant to the terms hereof and to applicable laws. Without limiting the authority granted in this Section 3.3, the Mortgagee shall, without demand on the Mortgagor, after the lapse of such time as may then be required by law, and notice of default and notice of sale having been given as then required by the terms of the Credit Agreement and as otherwise required by law, sell the Collateral on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels and in such order as the Mortgagee may determine, but subject to any statutory right of the Mortgagor to direct the order in which such property, if consisting of several known lots, parcels or interests, shall be sold, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The Person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such Person at the time and place last appointed for the sale; provided that, if the sale is postponed for longer than one (1) day beyond the day designated in

the notice of sale, notice of sale and notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. The Mortgagee shall execute and deliver to the purchaser at any such sale a mortgagee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The accurate recitals in such mortgagee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including the Mortgagee, may bid at the sale. The Mortgagee shall apply the proceeds of the sale, to the extent consistent with this Mortgage, to the payment of (a) the reasonable out-of-pocket costs and expenses of exercising the power of sale and of the sale, including the payment of reasonable attorneys' fees and costs, (b) the cost of any evidence of title procured in connection with such sale, (c) all sums expended and payable under the terms hereof in conjunction with any default provision hereof, not then repaid, with accrued interest at the rate provided for in Section 3.2.2 of the Credit Agreement to the extent not paid three (3) days after demand therefor, (d) all Secured Obligations (subject to the terms of Section 3.1.2 of the Credit Agreement). The Mortgagee shall give the remainder, if any, of the proceeds of the sale to the Person or Persons legally entitled thereto.

SECTION 3.4. Uniform Commercial Code Remedies. If an Event of Default shall have occurred, subject to the terms of the Credit Agreement, including Section 8.3 thereof, the Mortgagee may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral, or any portion thereof generally described in such request, and make it available to the Mortgagee at such place or places designated by the Mortgagee and reasonably convenient to the Mortgagee and the Mortgagor. If the Mortgagee elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, the Mortgagee shall give the Mortgagor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice to the Mortgagor at least ten (10) days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by the Mortgagee of any portion of the Collateral or any interest therein is required by law, the Mortgagor conclusively agrees that ten (10) days notice to the Mortgagor of the date, time and place (and, in the case of a private sale, the terms) thereof is reasonable.

SECTION 3.5. Mortgagee Authorized to Execute Deeds, etc. The Mortgagor irrevocably appoints the Mortgagee (which appointment is coupled with an interest) the true and lawful attorney of the Mortgagor, in its name and stead and on its behalf exercisable during the continuance of an Event of Default for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof permitted by applicable law during the continuance of an Event of Default, whether pursuant to power of sale, foreclosure or otherwise, to execute and deliver all such deeds, bills of sale, assignments, releases and other instruments as may be required in connection therewith.

SECTION 3.6. Purchase of Collateral by Mortgagee. The Mortgagee may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and the Mortgagee may apply upon

the purchase price thereof the indebtedness secured hereby owing to the Mortgagee. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Mortgage and to the extent permitted by applicable law free of all rights of redemption in the Mortgagor, but subject in all respects to the Permitted Encumbrances

SECTION 3.7. Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of the Mortgagee or the officer making the sale under judicial proceedings shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof

SECTION 3.8. Waiver of Appraisal, Valuation, etc. The Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisal, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Collateral or any part thereof or any interest therein

SECTION 3.9. Sale a Bar Against Mortgagor. Any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, shall forever be a bar against the Mortgagor.

SECTION 3.10. Secured Obligations to Become Due on Sale. Upon any sale of the Collateral or any portion thereof or interest therein by virtue of the exercise of any remedy by the Mortgagee under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise in accordance with this Mortgage or by virtue of any other remedy available at law or in equity or by statute or otherwise, subject to the terms of the Credit Agreement, including Section 8.3 thereof, at the option of the Mortgagee, any sums or monies due and payable in connection with the Secured Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon, and all other indebtedness which this Mortgage by its terms secures.

SECTION 3.11. Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, and all other moneys at any time held by the Mortgagee as part of the Collateral, shall be applied pursuant to the terms of Section 3.1.2 of the Credit Agreement and otherwise as follows:

- (a) first, to the payment of the reasonable out-of-pocket costs and expenses of such sale (including, without limitation, the cost of evidence of title and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, managing, operating, maintaining and preserving the Collateral or any part thereof prior to such sale), all reasonable out-of-pocket costs and expenses incurred by the Mortgagee in obtaining or collecting any insurance proceeds, condemnation awards or other amounts received by the Mortgagee, all reasonable costs and expenses of any receiver of the Collateral or any part thereof, and any impositions or other charges or expenses having

priority in right of payment over the security interest or lien of this Mortgage, which the Mortgagee may consider it necessary or desirable to pay;

(b) second, to the payment of any Secured Obligation; and

(c) third, the balance, if any, held by the Mortgagee after payment in full of all amounts referred to in subdivisions Sections 3.11(a) and (b) above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of the Mortgagor.

SECTION 3.12. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, as a matter of right, without notice except to the extent required by applicable law and pursuant to the terms of the Credit Agreement, including Section 8.3 thereof, and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of the Mortgagor, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver.

SECTION 3.13. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, in addition to, and not in limitation of, the rights and remedies provided in Section 1.14, to the extent permitted by applicable law and pursuant to the terms of the Credit Agreement, including Section 8.3 thereof, the Mortgagee, upon five (5) Business Days notice to the Mortgagor, may enter upon and take possession of the Collateral or any part thereof by force, summary proceeding, ejectment or otherwise and may remove the Mortgagor and all other Persons having an interest therein subject and junior to the rights of the Mortgagee and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the same and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto to Mortgagor or any part thereof. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Mortgagee shall be applied to pay all reasonable out-of-pocket costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral or any part thereof, and any impositions or other charges having priority in right of payment over the lien and security interest of this Mortgage which the Mortgagee may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 3.11.

SECTION 3.14. Right of Mortgagee to Perform Mortgagor's Covenants, etc. If the Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, the Mortgagee, without notice to or demand upon the Mortgagor and without waiving or releasing any obligation or Default, except to the extent required by applicable law or pursuant to the terms of the Credit Agreement, including Section 8.3 thereof, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Mortgagor, and may enter upon the Collateral for such purpose and take all such action thereon as, in the Mortgagee's opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the

Property or any part thereof. All reasonable out-of-pocket sums so paid by the Mortgagee and all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate provided for in Section 3.2.2 of the Credit Agreement to the extent not paid three (3) days after demand therefor, shall constitute Secured Obligations secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee.

SECTION 3.15. Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of any Legal Requirement or any instrument creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the Loans evidenced by the Credit Agreement, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Secured Obligations.

SECTION 3.16. Remedies, etc. Cumulative. Each right, power and remedy of the Mortgagee provided for in this Mortgage, or any other Loan Document to which the Mortgagor is a party, or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or any other such Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage or any other such Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

SECTION 3.17. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

SECTION 3.18. No Waiver, etc. No failure by the Mortgagee to insist upon the strict performance of any term hereof or of any other Loan Document to which the Mortgagor is a party, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Secured Obligations secured hereby before or after its due date, the Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due, or to declare a default for failure to effect such prompt payment, of all other amounts and Secured Obligations payable hereunder.

SECTION 3.19 Compromise of Actions, etc. Any action, suit or proceeding brought by the Mortgagee pursuant to any of the terms of this Mortgage, any other Loan Document to which the Mortgagor is a party, or otherwise, and any claim made by the Mortgagee hereunder or thereunder, may be compromised, withdrawn or otherwise dealt with by the Mortgagee without any notice to or approval of the Mortgagor except to the extent provided otherwise in the Credit Agreement, including Section 10.1 thereof.

ARTICLE IV

DEFINITIONS

SECTION 3.1 Terms Defined in this Mortgage When used herein the following terms have the following meanings:

"Borrower" shall have the meaning set forth in the second recital.

"Collateral" shall have the meaning set forth in the granting clause.

"Contracts" shall have the meaning set forth in clause (h) of the granting clause.

"Credit Agreement" shall have the meaning set forth in the second recital.

"Credit Extensions" shall have the meaning set forth in the second recital.

"Default" means any Event of Default or any condition or event which, after notice or lapse of time, or both, would constitute an Event of Default.

"Environmental Laws" shall have the meaning set forth in the Credit Agreement.

"Event of Default" shall have the meaning set forth in the Credit Agreement.

"Goods" shall have the meaning set forth in clause (c) of the granting clause.

"herein", "hereof", "hereto", and "hereunder" and similar terms refer to this Mortgage and not to any particular Section, paragraph or provision of this Mortgage.

"Hazardous Material" shall have the meaning set forth in the Credit Agreement.

"Impositions" shall have the meaning set forth in Section 1.5.

"Improvements" shall have the meaning set forth in clause (b) of the granting clause.

"Indemnified Parties" shall have the meaning set forth in Section 1.16.

1.6

- "Insurance Requirements" shall have the meaning set forth in paragraph (a) of Section
- "Intangibles" shall have the meaning set forth in clause (d) of the granting clause
- "Issuer" shall have the meaning set forth in the Credit Agreement
- "Land" shall have the meaning set forth in the first recital
- "Leases" shall have the meaning set forth in clause (e) of the granting clause
- "Legal Requirements" shall have the meaning set forth in paragraph (b) of Section 1.6
- "Lenders" shall have the meaning set forth in the Credit Agreement
- "Letter of Credit" shall have the meaning set forth in the Credit Agreement
- "Loan Documents" shall have the meaning set forth in the Credit Agreement
- "Loans" shall have the meaning set forth in the Credit Agreement
- "Mortgage" shall have the meaning set forth in the preamble
- "Mortgagee" shall have the meaning set forth in the preamble
- "Mortgagor" shall have the meaning set forth in the preamble
- "Notes" shall have the meaning set forth in the Credit Agreement
- "Obligations" shall have the meaning set forth in the Credit Agreement
- "Obligor" shall have the meaning set forth in the Credit Agreement
- "Permits" shall have the meaning set forth in clause (g) of the granting clause
- "Permitted Encumbrances" shall have the meaning set forth in Section 1.2
- "Person" shall have the meaning set forth in the Credit Agreement
- "Plans" shall have the meaning set forth in clause (f) of the granting clause
- "Proceeds" shall have the meaning set forth in clause (k) of the granting clause
- "Property" shall have the meaning set forth in clause (b) of the granting clause
- "Real Estate" shall have the meaning set forth in clause (a) of the granting clause

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"Rents" shall have the meaning set forth in clause (j) of the granting clause.

"Revolving Loan" shall have the meaning set forth in the Credit Agreement.

"Secured Obligations" means all obligations of the Mortgagor now or hereafter existing under the Subsidiary Guaranty (monetary or otherwise) whether for principal, interest, costs, fees, expenses or otherwise, and all other obligations of the Mortgagor under any Loan Document to which it is a party, including, without limitation, the Subsidiary Guaranty, howsoever created, arising or now or hereafter existing or due or to become due.

"State" means the State of Illinois.

"Taking" shall have the meaning set forth in clause (b) of Section 2.2.

"Tranche A Term Loan" shall have the meaning set forth in the Credit Agreement.

"Tranche B Term Loan" shall have the meaning set forth in the Credit Agreement.

SECTION 4.2. Use of Defined Terms. Terms for which meanings are provided in this Mortgage shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice or other communication delivered from time to time in connection with this Mortgage or pursuant hereto.

SECTION 4.3. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Mortgage including its preamble and recitals, have the meanings provided in the Credit Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. Further Assurances: Financing Statements

SECTION 5.1.1. Further Assurances. The Mortgagor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as the Mortgagee from time to time may reasonably request:

- (a) to better subject to the lien and security interest of this Mortgage all or any portion of the Collateral,
- (b) to perfect, publish notice or protect the validity of the lien and security interest of this Mortgage,

(c) to preserve and defend the title to the Collateral and the rights of the Mortgagee therein against the claims of all Persons (except the Lenders or parties claiming under any Lender) as long as this Mortgage shall remain undischarged.

(d) to better subject to the lien and security interest of this Mortgage or to maintain or preserve the lien and security interest of this Mortgage with respect to any replacement or substitution for any Collateral or any other after-acquired property which is Collateral, or

(e) in order to further effectuate the purposes of this Mortgage and to carry out the terms hereof and to better assure and confirm to the Mortgagee its rights, powers and remedies hereunder.

SECTION 5.2. Financing Statements. Notwithstanding any other provision of this Mortgage, the Mortgagor hereby agrees that, without notice to or the consent of the Mortgagee, the Mortgagee may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Mortgage.

SECTION 5.2. Additional Security. Without notice to or consent of the Mortgagor, and without impairment of the security interest and lien and rights created by this Mortgage, the Mortgagee and the Lenders may accept from the Mortgagor or any other Person additional security for the Secured Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, or concurrently to both, in any case without affecting the Mortgagee's lien and rights under this Mortgage except to the extent that the Secured Obligations thereby are satisfied.

SECTION 5.3. Defeasance, Partial Release, etc.

SECTION 5.3.1. Defeasance. If the Secured Obligations shall be permanently repaid in full in accordance with the terms of the Subsidiary Guaranty and other Loan Documents to which the Mortgagor is a party and the Mortgagor shall comply with all the terms, conditions and requirements hereof and of the Secured Obligations, then on such date, the Mortgagee shall, upon the request of the Mortgagor and at the Mortgagor's sole cost and expense, execute and deliver such instruments, in form and substance reasonably satisfactory to the Mortgagee, as may be necessary to reconvey, release and discharge this Mortgage.

SECTION 5.3.2. Partial Release, etc. The Mortgagee may, at any time and from time to time, without liability therefor, and without prior notice to the Mortgagor, release or reconvey any part of the Collateral, or join in any extension agreement or agreement subordinating the lien of this Mortgage.

SECTION 5.4. Notices, etc. All notices and other communications provided to any of the parties hereto shall be in writing and addressed, delivered or transmitted to such party as set forth in the Credit Agreement.

SECTION 5.5 Waivers, Amendments, etc. Subject to the terms of the Credit Agreement, including Section 10.1 thereof, the provisions of this Mortgage may be amended, discharged or terminated and the observance or performance of any provision of this Mortgage may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by the Mortgagor and the Mortgagee.

SECTION 5.6 Cross-References. References in this Mortgage and in each instrument executed pursuant hereto to any Section or Article are, unless otherwise specified, to such Section or Article of this Mortgage or such instrument, as the case may be, and references in any Section, Article or definition to any clause are, unless otherwise specified, to such clause of such Section, Article or definition.

SECTION 5.7 Headings. The various headings of this Mortgage and of each instrument executed pursuant hereto are inserted for convenience only and shall not affect the meaning or interpretation of this Mortgage or such instrument or any provisions hereof or thereof.

SECTION 5.8 Currency. Unless otherwise expressly stated, all references to any currency or money, or any dollar amount, or amounts denominated in "Dollars" herein will be deemed to refer to the lawful currency of the United States.

SECTION 5.9 Governing Law. **THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE.**

SECTION 5.10 Successors and Assigns, etc. This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns (to the extent permitted pursuant to the terms of the Credit Agreement).

SECTION 5.11 Waiver of Jury Trial; Submission to Jurisdiction.

(a) EACH OF THE MORTGAGOR AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF THE MORTGAGOR OR THE MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE AND THE LENDERS TO ENTER INTO THE TRANSACTIONS PROVIDED FOR IN THE CREDIT AGREEMENT AND TO MAKE THE CREDIT EXTENSIONS.

(b) FOR THE PURPOSE OF ANY ACTION OR PROCEEDING INVOLVING THIS MORTGAGE, EACH OF THE MORTGAGOR AND THE MORTGAGEE HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL FEDERAL AND STATE COURTS LOCATED IN THE STATE AND CONSENTS THAT IT MAY BE SERVED WITH ANY PROCESS OR PAPER BY REGISTERED MAIL OR BY PERSONAL SERVICE.

WITHIN OR WITHOUT THE STATE IN ACCORDANCE WITH APPLICABLE LAW, PROVIDED A REASONABLE TIME FOR APPEARANCE IS ALLOWED EACH OF THE MORTGAGOR AND THE MORTGAGEE EXPRESSLY WAIVES, TO THE EXTENT IT MAY LAWFULLY DO SO, ANY OBJECTION, CLAIM OR DEFENSE WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS MORTGAGE IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER IRREVOCABLY WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER ITS PERSON. NOTHING CONTAINED HEREIN WILL BE DEEMED TO PRECLUDE AN ACTION IN ANY OTHER JURISDICTION.

SECTION 5.12. Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.13. Loan Document. This Mortgage is a Loan Document executed pursuant to the Credit Agreement. In the event and to the extent of any inconsistency between the terms of this Mortgage and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 5.14. Usury Savings Clause. It is the intention of the Mortgagor and the Mortgagee to conform strictly to the usury laws governing the Loan Documents, and any interest payable under the Loan Documents shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under such laws, as construed by the courts having jurisdiction over such matters. In the event the maturity of the Secured Obligations is accelerated by reason of any provision of the applicable Loan Documents, or by reason of an election by the Mortgagee resulting from an Event of Default, then earned interest may never include more than the maximum amount permitted by law, computed from the dates of each Credit Extension under the Credit Agreement until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically or, if theretofore paid, at the option of the Mortgagee, shall be rebated to the Mortgagor, or shall be credited on the principal amount of the Secured Obligations or, if all principal has been repaid, then the excess shall be rebated to the Mortgagor.


SECTION 5.15. Future Advances. This Mortgage is a "Future Advance Mortgage" under the law of the State. Any and all future advances under this Mortgage and the applicable Loan Documents shall have the same priority as if the future advance was made on the date that this Mortgage was recorded. This Mortgage shall secure the Secured Obligations, whenever incurred, such Secured Obligations to be due at the times provided in the applicable Loan Documents. Notice is hereby given that the Secured Obligations may increase as a result of any

defaults hereunder by Mortgagor due to, for example, and without limitation, unpaid interest or late charges, unpaid taxes or insurance premiums which the Mortgagee elects to advance, defaults under leases that the Mortgagee elects to cure, attorney fees or costs incurred in enforcing the Loan Documents or other expenses incurred by the Mortgagee in protecting the Collateral, the security of this Mortgage or the Mortgagee's rights and interests, all to the extent provided herein or in the other applicable Loan Documents

Property of Cook County Clerk's Office

In Witness Whereof, the undersigned, by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as of the day and year first above written

DuPage Die Casting Corporation, an Illinois corporation

By 
Name: Joseph R. Ponzio
Title: President

Property of Cook County Clerk's Office

PREPARED BY:
DRAFTED BY: or Return to:
MAILED:
Mayer, Brown & Platt
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.

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SCHEDULE 1

Legal Description of the Land

Property ID # (PIN) 10-29-301-013, 10-29-301-023, 10-29-301-024,
10-29-301-025, 10-29-301-027, + 10-29-301-029

Common Address 6119 WEST HOWARD STREET, NILES, IL. 60048

Property of Cook County Clerk's Office

Multi-State Corporate Acknowledgment


State of New York
County of New York

On this 12th day of March, 1998, before me, the undersigned officer, personally appeared

Joseph R. Penteri, personally known and acknowledged himself/herself/ themselves to me (or proved to me on the basis of satisfactory evidence) to be the _____ President of DuPage Die Casting Corporation, an Illinois corporation (hereinafter, the "Corporation")

and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/ themselves in their authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

Notarial Seal

My Commission Expires:

DAWN M. SCHOENIG
Notary Public, State of New York
No. 52-4900811
Qualified in Suffolk County
Commission Expires August 3, 1999

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SCHEDULE 1

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, 352.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ON A LINE 352.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 472.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 116.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE CENTER LINE OF GROSS POINT ROAD AS APPROVED; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF GROSS POINT ROAD, 24.03 FEET, TO A LINE 488.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ON SAID PARALLEL LINE, A DISTANCE OF 348.21 FEET, TO A LINE 328.47 FEET, SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 25.50 FEET, TO A LINE 513.5 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID PARALLEL LINE 328.47 FEET TO THE NORTH LINE OF SAID LOT 1, BEING ALSO THE CENTER LINE OF HOWARD STREET, THENCE WEST ALONG SAID NORTH LINE AND SAID CENTER LINE, A DISTANCE OF 161.50 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART SOUTH OF A LINE PARALLEL TO AND 472 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1) IN COOK COUNTY, ILLINOIS, EXCEPT FROM ALL THE ABOVE DESCRIBED TRACT THE NORTH 40 FEET THEREOF IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 20 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 3 IN THE RICHARD C. CROSSLEY SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN LEXINGTON CORPORATION SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(Continued)

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SCHEDULE 1 (CONTINUED)

LEGAL DESCRIPTION CONTINUED

THE EAST 94 FEET OF THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND 328.47 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST A DISTANCE OF 187 FEET; THENCE SOUTH, A DISTANCE OF 223.41 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF A ROAD, A DISTANCE OF 225.89 FEET; THENCE NORTH ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 346.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 1 AND 2 LYING SOUTH OF THE NORTH 140.25 FEET THEREOF, AND LYING WEST OF THE EAST 25 FEET OF LOT 2, AFORESAID IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST 25 FEET OF LOT 2 (EXCEPT THE NORTH 140.25 FEET THEREOF), IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permitted Encumbrances

All of the items shown on Schedule B-2 of Lawyers Title Insurance Company
Commitment for Title Insurance Number 98-02366, which commitment is effective as of March
2, 1998.

Property of Cook County Clerk's Office