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TICOR TITLE INSURANCE

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MORTGAGE

and

SECURITY AGREEMENT

from

Lester and Rosalie Anixter Center,
Grantor

to

BANK ONE TRUST COMPANY, NA
as Trustee

Pertaining to
the Obligations of Grantor under a certain
Loan Agreement with
Illinois Development Finance Authority

Dated as of July 7, 1998



RETURN TO: JFS
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601
RE: 25669 Box 15

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MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT dated as of March 1, 1998 (together with any amendments or supplements hereto, this "Mortgage"), from LESTER AND ROSALIE ANIXTER CENTER (the "Grantor"), an Illinois nonprofit corporation, to BANK ONE TRUST COMPANY, NA as Mortgage Trustee (together with any successors or substitutes in such capacity, the "Mortgage Trustee"), for the use and benefit of:

- (i) ILLINOIS DEVELOPMENT FINANCE AUTHORITY (the "Authority"), as lender under a certain Loan Agreement (the "Loan Agreement") dated as of March 1, 1998, where Grantor is obligated to make certain Contract Payments (as defined in the Loan Agreement) in payment of the Indebtedness (as herein defined); and
- (ii) BANK ONE TRUST COMPANY, NA (the "Trustee"), as assignee of the Authority's interest in the Loan Agreement and this Mortgage, as trustee for the benefit of the holders of the \$22,340,000.00 aggregate principal amount of Illinois Development Finance Authority Community Rehabilitation Providers Facilities Acquisition Program Revenue Bonds, Series 1998A, (the "Bonds"), under the terms, provisions and lien of that certain Indenture or Trust (the "Trust Indenture") dated June 1, 1997 as amended and supplemented;

WITNESSETH:

WHEREAS, under the Loan Agreement, the Authority has agreed, through the issuance of the Bonds to provide funds to construct, acquire, refinance and/or improve the project described in Exhibit A hereto (herein defined as the "Property") and the Grantor has agreed to make certain Contract Payments in payment therefor; and

WHEREAS, the Authority has assigned to the Trustee, for the benefit of the holders of the Bonds, all of its right, title and interest in and to the Loan Agreement and this Mortgage, including the right to receive the Contract Payments, but excluding the right to receive the Administration Fee, certain payments to the United States of America and the Trustee's fees and excluding the Unassigned Authority Rights, together with all moneys in and investments of all funds created in the Trust Indenture, and all property, rights and interest of any kind delivered to the Trustee as additional security under the Trust Indenture and under the Loan Agreement; and

WHEREAS, the Loan Agreement includes provisions for future advances to the Grantor so that the aggregate principal indebtedness secured by this Mortgage may vary from time to time; and

WHEREAS, in order to induce the Authority to sell the Bonds and the purchasers to purchase the same, the Grantor has agreed to execute and deliver this Mortgage in order further to secure the payment of the Indebtedness and the other amounts due under the Trust Indenture and the Loan Agreement; and

NOW, THEREFORE, the Grantor, in consideration of the premises and of the covenants and agreements herein contained and the sum of One Dollar (\$1.00), in lawful money of the United States of America, to it duly paid at or before the execution and delivery of this Mortgage, and in order to induce the Authority to enter into the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, in order to secure the payment of the Indebtedness (hereinafter defined) and the performance and observance of all the covenants herein by Grantor, intending

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to be legally bound hereby, does hereby BARGAIN, SELL, DEMISE, WARRANT, GIVE, HYPOTHECATE, SETOVER, GRANT, CONVEY, TRANSFER, MORTGAGE, PLEDGE, RELEASE, ASSIGN and CONFIRM to the Mortgage Trustee and its successors and assigns in trust hereunder, the Mortgaged Property (hereinafter defined), subject to Permitted Encumbrances (hereinafter defined).

TO HAVE AND TO HOLD the Mortgaged Property, whether now owned or held or hereafter acquired, unto the Mortgage Trustee, its successors and assigns, forever; but IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth to secure equally and ratably the payment of the Indebtedness, present and future, and to secure the performance of and compliance with the obligations, covenants and conditions herein set forth.

This Mortgage shall secure not only the existing principal indebtedness of \$607,500.00 but also future principal advances to the Grantor by the Beneficiary, or the Trustee whether the such advances are obligatory or to be made at the option of the Beneficiary or the Trustee, or otherwise, as are made pursuant to the Loan Agreement or the Indenture, to the same extent as if such future advances were made on the date of the execution of this Mortgage. This Mortgage shall also secure interest, service charges and any disbursements made for the payment of taxes, assessments, maintenance, care, protection, or insurance on the Mortgaged Property, with interest on such disbursements. In no event shall the amount secured by this Mortgage exceed \$1,215,000.00.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that the liens and security interests created by this Mortgage to secure the payment of the Indebtedness, both present and future, shall be first, prior and superior to any lien, reservation of title or other interest heretofore, contemporaneously or subsequently suffered or granted by the Grantor, its legal representatives, successors or assigns, in and to the Mortgaged Property except only Permitted Encumbrances, and (b) that the Mortgaged Property is to be held, administered and disposed of by the Mortgage Trustee upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Mortgage as follows:

ARTICLE I**Definitions of Terms**

Section 1.1 **Definitions.** When used in this Mortgage, capitalized terms shall have the meanings specified in this Section unless the context clearly requires otherwise. Capitalized terms that are not defined herein but that are defined in the Loan Agreement have the meanings assigned to them in the Loan Agreement.

"Beneficiary" - Collectively, the Authority and the Trustee and their respective successors.

"Commercial Code" - The Uniform Commercial Code, as now written or hereafter amended or succeeded, as in effect in the State of Illinois.

"Indebtedness" - All Contract Payments, plus all other amounts payable by the Grantor under the Loan Agreement except for the Administration Fee, and plus any amounts payable hereunder.

"Project" - A facility described in Exhibit A hereto and in the Loan Agreement.

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"Mortgaged Property" - The following property:

(a) the real property (the "Project Site") described by metes and bounds in Exhibit B attached hereto and incorporated herein for all purposes as same exist or may be supplemented from time to time; all buildings, improvements, structures and fixtures now situated or hereafter placed thereon; all additions, enlargements, extensions and improvements thereto and substitutions therefor and replacements, reversions and remainders thereof; and all rights, privileges, tenements, hereditament, rights-of-way, passages (and all water, water courses and riparian rights, if any), easements, appendages and appurtenances in any way now or hereafter appertaining thereto;

(b) the Personalty and all other property, real, personal or mixed, purchased from the Principal Amount deposited for the use of the Grantor under Section 2.4 of the Loan Agreement or described in a requisition of funds from the Acquisition Fund made pursuant to the Loan Agreement; all additions, enlargements, renewals, substitutions, accessions, replacements and revisions thereof and thereto and all remainders thereof; and all other security or collateral of any nature whatsoever now or hereafter given for the repayment of any indebtedness payable under the Loan Agreement or the performance of any obligations under the Loan Agreement;

(c) all of the Contract Payments, except the Administration Fee, and all other amounts required to be paid to the Trustee under the Loan Agreement;

(d) the proceeds, products and any other rents, issues and profits payable of any of the property described in clauses (a) and (b) of this definition of Mortgaged Property;

(e) all amounts on deposit from time to time in the Acquisition Fund, the Finance Payment Fund, the Reserve Fund, the Special Reserve Fund and the Delivery Costs Fund; and

(f) all Gross Revenues, funds, accounts, assets, rights, moneys, and proceeds of the Grantor on which a lien and security interest are created under Section 4.1(a) of the Loan Agreement (and this Mortgage constitutes a continuation thereof).

"Mortgage Trustee" - BANK ONE TRUST COMPANY, NA, or its successors.

"Permitted Encumbrances" - As defined in the Loan Agreement.

"Personalty" - All tangible or intangible personal property that is purchased or refinanced (including refinanced in advance of maturity) in whole or in part with the proceeds of the loan made under the Loan Agreement.

Section 1.2 Certain Matters. Whenever the context thereof requires:

(i) references in this Mortgage to the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine and neuter.

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The Table of Contents and the titles given to any article or section of this Mortgage are for convenience only and are not intended in any way to modify, amend or limit the article or section.

Section 1.3 Other Terms. The capitalized terms used in this Mortgage, including the "Whereas clauses" hereof that are not defined herein shall have the meanings assigned to them in the Loan Agreement and the Trust Indenture.

ARTICLE 2

General Covenants and Provisions

Section 2.1 Instruments of Further Assurance: Recording. The Grantor covenants that it shall:

(a) cause to be taken any action reasonably required by the Mortgage Trustee for the better assigning, pledging and confirming to the Mortgage Trustee of the Mortgaged Property;

(b) from time to time, if required by the Beneficiary, cause this Mortgage and each amendment and supplement hereto (or a memorandum with respect hereto or to such amendment or supplement) to be filed, registered and recorded and to be refiled, re-registered and re-recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of this Mortgage upon the Mortgaged Property; and

(c) execute, acknowledge and deliver such further assurances and documents as in the reasonable opinion of the Mortgage Trustee and the Beneficiary shall be necessary, proper or appropriate to:

(i) convey and assign to the Mortgage Trustee all of the Mortgaged Property herein conveyed or assigned, or intended so to be; or

(ii) properly evidence or give notice of the Indebtedness or of each lien and security interest securing payment of the Indebtedness.

Section 2.2 Title to Mortgaged Property. The Grantor hereby represents and warrants that it owns good and marketable, fee simple title to the Mortgaged Property, free and clear of all liens, claims and encumbrances other than Permitted Encumbrances.

Section 2.3 General Covenants. For the purpose of better securing payment of the Indebtedness, the Grantor expressly covenants and agrees with the Mortgage Trustee for the benefit of the Beneficiary, that:

(i) No lien, security interest, right or remedy in favor of the Mortgage Trustee or the Beneficiary granted in or secured by this Mortgage shall be considered as exclusive, but all liens, security interests, rights and remedies under this Mortgage shall be cumulative of each other and of all other rights and remedies that the Mortgage Trustee or the Beneficiary may now or hereafter have as security for or in respect of the Indebtedness or any part thereof.

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(ii) All rights of marshaling of assets or sale in inverse order of alienation in the event of foreclosure of any lien or security interest at any time securing the Indebtedness or any part thereof (including, but not limited to, the lien hereby created) are hereby waived.

(iii) The Grantor will assist, if requested, in the correction of any defect in title to the Mortgaged Property other than any Permitted Encumbrance should any such defect be found to exist after the execution and delivery hereof and agrees that it will not, through its action, permit any liens other than Permitted Encumbrances to be placed thereon.

Section 2.4 Defects in Documents. Upon request of the Beneficiary, the Grantor will promptly cause to be corrected any defect in this Mortgage and in any other document executed in connection herewith, including any defect in the execution or acknowledgment hereof or thereof or in the description of the Mortgaged Property.

Section 2.5 Consent to Release. (a) Except as provided in subsection (b) to this Section, the Beneficiary, without the prior written consent of all holders of the Bonds, shall not have the right to release any part of the Mortgaged Property now or hereafter subject to the lien hereof or any other security the Beneficiary now has or may hereafter have securing payment of all or any part of the Indebtedness.

(b) The Beneficiary may release, in whole or part, any lien on the Mortgaged Property created hereunder without the prior written consent of all the holders of the Bonds if such release is otherwise permitted under the Trust Indenture, is approved by the Trustee, and is permitted by the Special Conditions to the Loan Agreement.

Section 2.6 Legal Proceedings Affecting Mortgaged Property. With respect to any legal proceedings affecting title to, or the lien of this Mortgage upon the Mortgaged Property or any part thereof, the Grantor, promptly upon the commencement thereof, shall notify the Mortgage Trustee and the Beneficiary, and the Mortgage Trustee or the Beneficiary may take such action as is required to preserve the Mortgage Trustee's rights affected thereby.

Section 2.7 Successor Mortgage Trustee. (a) In case of resignation or any failure of the Mortgage Trustee to act, or if the Beneficiary shall desire to replace the Mortgage Trustee, the Beneficiary may appoint a successor Mortgage Trustee, without other formality than an appointment in writing designating such successor, whereupon this designation shall vest in such successor the estate in and title to all of the Mortgaged Property.

(b) The successor Mortgage Trustee shall thereupon hold, possess and exercise all the title, rights, powers and duties herein conferred on the previous Mortgage Trustee, and the successor Mortgage Trustee's conveyance to the purchaser at any sale shall be as valid and effective as if made by the original Mortgage Trustee.

(c) The authority to appoint a successor Mortgage Trustee may be exercised at any time and from time to time without cause.

Section 2.8 Assignment of Rents and Leases. The Grantor hereby irrevocably assigns and sets over to the Mortgage Trustee all of the Grantor's right, title and interest in, to and under all leases, subleases, underlettings, concession agreements, licenses, other occupancy agreements, and all of the

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Grantor's rights and benefits under all documents which now or hereafter may affect the Mortgaged Property or any portion thereof, whether recorded or unrecorded, and under any and all guarantees, modifications, renewals and extensions thereof (collectively the "Leases"), and in and to any and all deposits made or hereafter made as security under the Leases, subject to the prior legal rights under the Leases of the lessees making such deposits, together with any and all of the benefits, revenues, income, rents, issues and profits due to become due or to which the Grantor is now or hereafter may become entitled arising out of the Leases or the Mortgaged Property or any portion thereof.

In connection with the foregoing, Grantor does hereby irrevocably appoint the Beneficiary and/or its attorney or agent to collect the rents, without the necessity of any action in court, and to apply the same, less all expenses of collection, to any and all indebtedness secured hereby in such manner as the Beneficiary may elect; provided, that Grantor may continue to collect and enjoy the current rents without accountability to the Beneficiary until there is an event of default under the Trust Indenture, Loan Agreement or hereunder. As soon as there is an event of default the Beneficiary shall immediately be entitled to all the rents collected thereafter without regard to where they may have become due and such right may be exercised by the Beneficiary by giving simple notice to the Grantor.

In addition, Grantor hereby irrevocably authorizes the Beneficiary to endorse Grantor's name on checks, bank drafts, etc. received in payment of the rents. This assignment of rents and power of attorney is irrevocable and coupled with an interest. No liability shall attach to the Beneficiary for failure, refusal or inability to collect any rents herein assigned, for the manner of collection thereof or for the failure on the part of the Beneficiary to perform any of Grantor's obligations as landlord under any lease with respect to the Mortgaged Property.

ARTICLE 3

Discharge

Section 3.1 Discharge.

(a) When all of the Indebtedness has been paid or all obligations relating thereto have been satisfied in accordance with the Loan Agreement, the Trust Indenture and this Mortgage, then this Mortgage and the estate hereby granted shall terminate and the Mortgaged Property shall revert to the Grantor for disposition in accordance with the Loan Agreement.

(b) Upon the termination of this Mortgage, the Mortgage Trustee shall execute such documents as may be reasonably requested by the Grantor to evidence the discharge and satisfaction of this Mortgage and release the Mortgaged Property described in clause (a) of the definition of that term herein from the lien of this Mortgage.

(c) Any expenses incurred by any party in connection with the termination of this Mortgage shall be paid by the Grantor.

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ARTICLE 4

Foreclosure Proceedings

Section 4.1 Right to Foreclosure. Upon the occurrence of an Event of Default, as defined in Section 5.1 of the Loan Agreement, the Mortgage Trustee, acting at the direction of the Beneficiary, shall have the right to enforce this trust by selling the Mortgaged Property described in clause (a) of the definition of that term herein, in whole or in part, in one or more parcels. The Mortgage Trustee is not under any circumstances required to foreclose on the Mortgaged Property, take a deed in lieu of foreclosure, take title to or otherwise control or deal with the Mortgaged Property until (i) an environmental assessment or assessments of sufficient magnitude to detect and identify contamination on the Mortgaged Property has been performed by an authorized engineer selected by the Administrator subject to the written approval of the Trustee, which approval shall not be unreasonably withheld or delayed, and, if the environmental assessment or assessments disclose contamination which requires remediation, the costs for such remediation have been fully assured, and until (ii) the Mortgage Trustee has been fully indemnified by the registered owners for all cost, expenses and liabilities which the Mortgage Trustee may incur by reason of acts taken or omitted with respect to the Mortgaged Property. The Mortgage Trustee has no obligations or responsibility to monitor activity to detect environmental problems before the Mortgage Trustee has received notice or knowledge that an Event of Default has occurred.

Section 4.2 Method of Sale

(a) The sale shall be made in any county in which any interest in real estate subject to this Mortgage is situated; provided that, if such real estate is situated in more than one county, notices as hereinafter provided shall be given in all such counties and such notices shall designate the county where such interest in real estate will be sold.

(b) Notice of any sale shall be given by posting written notice thereof at least 21 days preceding the date of the sale at the courthouse door in the county in which the real estate is located; provided that, if such real estate is situated in more than one county, one notice shall be posted at the courthouse door of each county where such real estate is situated.

(c) The Mortgage Trustee, at least 21 days preceding the date of any sale, shall serve the Grantor with written notice of the proposed sale by registered or certified mail, return receipt requested.

(d) Service of notice upon the Grantor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to the Grantor, in a post office or official depository under the care and custody of the United States Postal Service.

(e) The affidavit of any person having knowledge of factors to the effect that such service was completed shall be prima facie evidence of the fact of service.

(f) After written notice has been posted and served upon the Grantor, the Mortgage Trustee shall:

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(i) enforce this trust by selling the Mortgaged Property either as an entirety or in parcels at public sale in front of the door of the courthouse of the county designated in such notice on the first Tuesday in any month between the hours of 10:00 am. and 4:00 pm.. to the highest bidder or bidders for cash; and

(ii) convey the Mortgaged Property with general warranty to any purchaser.

(g) In the event of any conveyance as a result of foreclosure, the Grantor and legal representatives, successors and assigns shall be forever bound thereby; but the Grantor shall not be required at its expense to defend the same.

(h) The provisions of this Mortgage relating to posting and giving notices of sale are intended to comply with the provisions of the Illinois Mortgage Foreclosure Act in effect on the date hereof; provided that, if any requirement for such notice is changed, then the notice provisions of this Mortgage shall be modified to conform with any change in law as of the effective date thereof.

(i) The manner herein prescribed for serving or giving any notice, other than that to be posted or caused to be posted by the Mortgage Trustee, shall not be deemed exclusive but such notice or notices may be given in any other manner permitted by law or the Loan Agreement.

(j) In the event of a sale hereunder, the Mortgage Trustee shall use its reasonable good faith efforts to obtain a purchase price for the Mortgaged Property equal to or greater than the then current amount of the Indebtedness.

Section 4.3 Application of Proceeds; Effect of Sale.

(a) The Mortgage Trustee shall deliver to the Trustee the proceeds of any foreclosure sale for application and in accordance with Section 6.11 of the Trust Indenture.

(b) Any proper sale hereunder shall forever be a bar against the Grantor, its legal representatives, successors and assigns, and all other persons claiming under any of them.

(c) The recitals in each conveyance to the purchaser shall be:

(i) full evidence of the truth of the matters therein stated; and

(ii) prima facie evidence that all lawful prerequisites to such sale have been satisfied.

Section 4.4 Abandonment of Sale.

(a) If foreclosure is instituted by the Mortgage Trustee, the Beneficiary, at any time before the sale, may direct the Mortgage Trustee to abandon the sale and may at any time thereafter direct the Mortgage Trustee to abandon the sale and may at any time thereafter direct the Mortgage Trustee again to institute foreclosure.

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(b) If the Mortgage Trustee institutes suit for foreclosure of the lien of this Mortgage, the Beneficiary, at any time before the entry of final judgment, may direct the Mortgage Trustee to dismiss such action and require the Mortgage Trustee to sell the Mortgaged Property.

Section 4.5 Non-Extinguishment of Lien. No sale by the Mortgage Trustee under this Mortgage and no judicial foreclosure shall extinguish the lien or exhaust the power of sale under this Mortgage except with respect to the items of property sold; provided that, the lien of this Mortgage and power of sale shall exist and may be exercised in any manner permitted by law as often as the circumstances require to give the Beneficiary full relief hereunder.

Section 4.6 Right to Purchase.

(a) The Beneficiary shall have the right to become the purchaser at any sale made hereunder.

(b) The amount of outstanding Indebtedness shall be deemed cash paid by the Beneficiary for the purposes of this Article.

Section 4.7 Limitation of Duties of Trustee with respect to Foreclosure: Environmental Indemnity. In the event the pre-foreclosure environmental assessment or assessments undertaken pursuant to Section 4.1 hereof disclose liability under any environmental law that has not or cannot, within a reasonable period of time, be remediated prior to foreclosure, the Mortgage Trustee, before taking any foreclosure action or any action which may subject the Mortgage Trustee to liability under any environmental law, may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be part and to protect it against all liability resulting from any environmental liability which may result from such foreclosure or other action.

ARTICLE 5

Obligations, Waivers, Limits

Section 5.1 Performance of Grantor's Obligations.

(a) If, after the giving of any notice, the Grantor fails within 15 days after the giving of such notice to comply with any request under this or any other instrument securing, guaranteeing or otherwise relating to the Indebtedness or any part thereof, then the Beneficiary may perform such obligations, out of its own expense, on behalf of and in the name of the Grantor.

(b) Any and all expenditures or expenses incurred or paid by the Authority in performing the Grantor's obligations under this Mortgage or any other agreement relating to the Indebtedness shall be an additional amount payable immediately to the Trustee under the Loan Agreement.

Section 5.2 No Waiver. The exercise of the privileges granted in this Article shall not constitute a waiver of the right of the Beneficiary at any time after default hereunder or under the Loan Agreement to declare the Indebtedness to be immediately due and payable. These privileges are cumulative of all rights given the Mortgage Trustee and the Beneficiary by this Mortgage, by the Loan Agreement or by Law.

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Section 5.3 Grantor's Waivers. The Grantor hereby waives and releases:

(1) all procedural errors, defects and imperfections in any proceeding instituted by the Mortgage Trustee or the Beneficiary under the Trust Indenture, this Mortgage, the Loan Agreement:

(2) all benefit that might accrue to the Grantor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment:

(3) unless specifically required herein, all notices of the Grantor's default or of the Mortgage Trustee or the Beneficiary's election to exercise, or the Mortgage Trustee or the Beneficiary's actual exercise of any option under the Loan Agreement, the Trust Indenture or this Mortgage:

(4) after sale or sales of the Mortgaged Property any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part hereof; and

(5) any right to have the Mortgaged Property marshaled upon any foreclosure hereunder. The right is hereby given by the Grantor and reserved by the Mortgage Trustee or the Beneficiary to make partial release or releases of security hereunder, agreeable to the Mortgage Trustee or the Beneficiary as the case may be, without notice to, or the consent, approval or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the security remaining nor release the personal liability of the Grantor for the debt hereby secured.

ARTICLE 6

Hazardous Materials

Section 6.1 Hazardous Materials. For the purposes of this Article 6, Grantor agrees that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

(a) "Hazardous Materials" shall mean any and all of the following, except to the extent that any of the following are used by Grantor in the ordinary course of its business in compliance with any applicable rules and regulations (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance, (vi) any substance the presence of which on the Mortgaged Property is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

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(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air or other elements on or of the Mortgaged Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Mortgage) emanating from the Mortgaged Property.

Section 6.2 Representations and Warranties. Grantor represents and warrants that:

(a) Except as has been disclosed to the Beneficiary in writing on or before March 1, 1998, the Grantor has not caused or permitted any Hazardous Materials to be placed, held, located or disposed of on the Mortgaged Property, and, to Grantor's knowledge, no other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Mortgaged Property or any part thereof;

(b) No part of the Mortgaged Property is being used or, to the knowledge of Grantor, has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any part of the Mortgaged Property affected by any Hazardous Materials Contamination;

(c) To the Grantor's actual knowledge without independent investigation, no property adjoining the Mortgaged Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any other property adjoining the Mortgaged Property affected by Hazardous Materials Contamination; and

(d) No notice of any investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination has been received and, to the best of the Grantor's knowledge, no investigation, administrative order, consent order, and agreement, litigation or settlement with respect to Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Mortgaged Property. The Mortgaged Property is not currently on, and to Grantor's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

Section 6.3 Grantor's Covenants. Grantor agrees to (a) give notice to each Beneficiary immediately upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Mortgaged Property or any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide each Beneficiary with satisfactory evidence of such compliance; and (c) provide each Beneficiary, within thirty (30) days after demand by a Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to such Beneficiary's satisfaction that the necessary funds are available to pay the costs of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Mortgaged Property as a result thereof.

Section 6.4 Site Assessments. The Beneficiary (by their respective officers, employees and agents) and the respective successor and assignees of such parties at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Mortgaged Property for the purpose of determining whether there exists on the Mortgaged Property any environmental

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condition which could reasonably be expected to result in any liability, cost, or expense to the owner, occupier or operator of such Mortgaged Property arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operations information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, the Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to an Event of Default hereunder) may, at Grantor's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of the Beneficiary, and any such obligations shall be indebtedness secured by this Mortgage.

Section 6.5 Rights of the Beneficiary. Following the receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Mortgaged Property, or other action and/or which, in the Beneficiary's sole opinion, could jeopardize the Beneficiary's security under this Mortgage, the Beneficiary and their respective successors and assigns, shall have the right, but not the obligation, prior or subsequent to an Event of Default, without in any way limiting the Beneficiary's other rights and remedies under this Mortgage, to enter onto the Mortgaged Property or, after 15 days notice to the Grantor of its intent to exercise its rights under this Section 6.5, to take such other actions as the Beneficiary deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Materials and Hazardous Materials Contamination on the Mortgaged Property. All costs and expenses paid or incurred by the Beneficiary and their respective successors and assigns in the exercise of any such rights shall be indebtedness secured by this Mortgage and shall be payable by Grantor upon demand.

Section 6.6 Inspection Rights. The Grantor hereby grants and will cause any tenants to grant, to the Trustee, its agents, attorneys, employees, consultants and contractors, an irrevocable license and authorization to enter upon and inspect the Mortgaged Property, and perform such tests, including without limitation subsurface testing, soils and groundwater testing, and other tests which may physically invade the Mortgaged Property, as the Mortgage Trustee, in its sole discretion, determines is reasonably necessary or appropriate to protect or realize upon the lien created by the Mortgage.

Section 6.7 Environmental Indemnification. The Grantor agrees to protect, defend, hold harmless, and indemnify the Mortgage Trustee, the Beneficiary, the Trustee and each owner of the Bonds, from, against, and in respect of any and all claims, losses, liabilities, damages (whether special, consequential, or otherwise) settlements, penalties, interest, and expenses (including any professional fees and expenses) which may be suffered or incurred by any of them relating to, arising out of, or resulting from or by reason of any and all present or future liabilities or obligations under any current federal, state, or local law (including common law) and regulations, orders, and decrees relating to pollution control, environmental protection, health, welfare, public safety, personal injury, property damage, or any other

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type of claim relating to the Proposed Property, with respect to (i) the handling, storage, use, transportation, or disposal of any hazardous substance in or from any of the Proposed Property; (ii) the handling, storage, use, transportation, or disposal (whether or not known to the Grantor) of any hazardous substance, which hazardous substances were a product, a byproduct or otherwise resulted from operations conducted on any of the Proposed Property; or (iii) any intentional or unintentional emission, discharge, or release (whether or not known to the Grantor) of any hazardous substance into or upon the air, surface, water, ground water, or land, or any manufacturing, processing, distribution, use, treatment, disposal, transport, or handling of such hazardous substance.

ARTICLE 7

Security Agreement

Section 7.1 Security Interest. Without limiting any of the provisions of this Mortgage, the Grantor, as the debtor, expressly grants unto the Beneficiary, as the secured party, and this Mortgage creates, a security interest in all of the Mortgaged Property described in clauses (b), (c), (d), (e) and (f) of the definition of Mortgaged Property set forth herein whether now or hereafter acquired by the Grantor, and all substitutions, accretions and component parts, replacements thereof, as collateral to secure the payment of the Indebtedness (both now and hereafter existing), to the full extent that such Mortgaged Property may be subject to the Commercial Code.

Section 7.2 Covenants.

(a) Upon the occurrence and continuation of an Event of Default, the Mortgage Trustee or the Beneficiary may:

(i) exercise with respect to such Mortgaged Property all the rights, remedies and powers of a secured party under the Commercial Code, or any other applicable law and all rights provided herein or in the Loan Agreement, including without limitation, the right and power to sell at public or private sale, or otherwise dispose of, lease or utilize such Mortgaged Property and any part thereof, and, as to contract rights, accounts, and the proceeds thereof that constitute a part of the Mortgaged Property, to make presentment and demand on the debtors and obligors thereof for payment of all services due thereunder directly to the Trustee, all in the manner authorized by or permitted under the Commercial Code after default by a debtor; and

(ii) apply the proceeds thereof toward payment of the Indebtedness by delivery of the same to the Trustee for application and use in accordance with the Trust Indenture.

(b) Among the rights of Beneficiary after the occurrence of an Event of Default, the Beneficiary shall have the right:

(i) to enter upon any premises where such Mortgaged Property is situated and take possession thereof without being deemed guilty of trespass and without liability for damages occasioned thereby; and

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(ii) to take any action deemed necessary, appropriate or desirable by Beneficiary to repair, refurbish or otherwise prepare the Mortgaged Property for sale, lease or other use or disposition as herein authorized.

(c) The Grantor agrees that if notice is given to the Grantor as provided in Section 8.2 of this Mortgage at least ten days before the time of any public sale or disposition, or the date after which such Mortgaged Property will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.

(d) The Beneficiary is expressly granted the right, upon the occurrence and during the continuance of an Event of Default to:

(i) transfer at any time to itself or its nominee any part of such Mortgaged Property;

(ii) receive the money, income, proceeds or benefits from the Mortgaged Property, for application in accordance with the Loan Agreement and the Trust Indenture;

(iii) hold the Mortgaged Property as security for the Indebtedness; or

(iv) apply the Mortgaged Property, including money constituting a part thereof, on the principal and interest or other amounts owing on any of the Indebtedness, whether or not then due.

(e) All rights to the marshaling of assets or sale in inverse order of alienation, including any rights with respect to such Mortgaged Property are hereby waived.

(f) After an Event of Default the Beneficiary may require the Grantor to assemble such Mortgaged Property and make it available to Beneficiary at a place to be designated by Beneficiary that is reasonably convenient to both parties.

(g) All reasonable and necessary expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of such Mortgaged Property that are incurred or paid by the Mortgage Trustee or the Beneficiary as authorized or permitted hereunder, including all reasonable and necessary attorney's fees and other legal expenses and costs, shall be added to the Indebtedness secured by this Mortgage.

(h) The Beneficiary, at any time after delivery of this Mortgage, may sign one or more copies hereof in order that such copies may be used as a financing statement under the Commercial Code, and such signature by the Beneficiary may be placed between the last sentence of this Mortgage and the Grantor's acknowledgment or may follow the Grantor's acknowledgment; provided that, such signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge or security agreement or (unless otherwise required by law) as a financing statement.

(i) So long as any amount remains unpaid on the Indebtedness, the Grantor will not execute and file in any public office any financing statement or statements affecting the Mortgaged Property other than financing statements in favor of the Beneficiary hereunder, unless prior written specific consent and approval of the Beneficiary shall have been first obtained.

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(j) The Beneficiary is authorized to file in any jurisdiction where the Beneficiary deems necessary to protect or perfect its security interest in the Mortgaged Property, a financing statement or statements and one or more continuation statements.

(k) At the request of the Beneficiary, the Grantor shall Join the Beneficiary in executing one or more financing statements, continuation statements or both, pursuant to the Commercial Code in the form satisfactory to the Beneficiary.

(l) Certain portions of the Mortgaged Property are or may become "fixtures" (as that term is defined in the Commercial Code), and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated and any other applicable public office, shall operate also as a financing statement filed as a fixture filing in accordance with Section 9-402(f) of the Commercial Code upon the portions of the Mortgaged Property that are or may become "fixtures."

Section 7.3 Mailing Address. The mailing addresses of the Grantor, as debtor, and the Beneficiary, as secured party, are as provided in Section 8.2 of this Mortgage.

ARTICLE 8

General

Section 8.1 Right of Trustee to Direct Remedies. The Trustee shall have the exclusive right to direct remedies hereunder in accordance with the Trust Indenture.

Section 8.2 Notices.

(a) All notices, demands, or other communications required by or made pursuant to this Mortgage shall be in writing and given by registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery, addressed as follows:

(i) if to the Grantor:

Lester and Rosalie Anixter Center
6610 North Clark Street
Chicago, Illinois 60626
Attention: Executive Director

(ii) if to the Mortgage Trustee:

BANK ONE TRUST COMPANY, NA.
East Old State Capital Plaza
Springfield, Illinois 62701

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- (iii) if to the Trustee, as a Beneficiary:

BANK ONE TRUST COMPANY, IIA.
East Old State Capital Plaza
Springfield, Illinois 62701

- (iv) if to the Authority:

Illinois Development Finance Authority
233 South Wacker Drive
Suite 5310
Chicago, Illinois, 60606
Attention: Executive Director

(b) The parties may designate in writing any further or different addresses to which subsequent notices of other communications may be sent.

(c) Any communication delivered by mail in Compliance with this Section shall be deemed given as of the date of deposit in the mail.

(d) Any provisions of this Mortgage that provides for a specific method of giving notice or otherwise conflicts with this Section, supersedes this Section to the extent of the conflict.

Section 8.3 Extension, Rearrangement or Renewal of Indebtedness.

(a) Any of the Indebtedness at any time secured hereby, at the Beneficiary's discretion, may be extended from times to time for any period, rearranged or renewed, and any part of the security herein described, or any other security for the Indebtedness, may be waived or released without in any way altering, varying or diminishing the force, effect or lien of this Mortgage and the lien and security interest granted by this Mortgage shall continue as a prior lien and security interest on the entire Mortgaged Property not expressly released until all of the Indebtedness is fully paid.

(b) No other security now existing or hereafter taken to secure the Indebtedness or any part thereof or the performance of any obligation or liability whatever shall in any manner impair or affect the security given by this Mortgage.

(c) All security for the Indebtedness or any part thereof and the performance of any obligation or liability shall be taken, considered and held as cumulative.

Section 8.4 Tenants at Will.

(a) The Grantor agrees for itself and any and all persons or concerns claiming by, through or under the Grantor, that if the Grantor holds possession of the Mortgaged Property or any part thereof subsequent to foreclosure hereunder, the Grantor, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale.

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(b) Any tenant claiming any interest in the Mortgaged Property subsequent to foreclosure by or through the Grantor who does not surrender possession upon demand shall be:

- (i) guilty of forcible detainer;
- (ii) liable to such purchaser or purchasers for reasonable rental on such premises; and
- (iii) subject to eviction and removal, forcible or otherwise, with or without process of law.

(c) All damages that may be sustained by any tenant maintaining possession of the Mortgaged Property after foreclosure are expressly waived.

Section 8.5 Waiver of Stay or Extension.

(a) The Grantor will not claim or benefit from any advantage of:

(i) any stay or extension law now or at any time hereafter in force in any locality where the Mortgaged Property or any part thereof is situated; or

(ii) any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property prior to any sale thereof to be made pursuant to this Mortgage or pursuant to any decree of any court of competent jurisdiction.

(b) After any sale, the Grantor will not claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the property sold or any part thereof.

(c) The Grantor will not hinder, delay or impede the execution of any power herein granted and delegated to the Mortgage Trustee or the Beneficiary.

Section 8.6 Severability. If any clause, provision or section of this Mortgage is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect any of the remaining clauses, provisions or sections hereof. Furthermore, in lieu of each such covenant, provision or agreement which is contrary to law, there shall be added automatically a part of this Mortgage a provision as similar in terms to each such covenant, provision or agreement as may be possible and be legal, valid and enforceable.

Section 8.7 Encumbrances. This Mortgage is executed subject to all valid easements, restrictions, covenants, mineral and royalty reservations and maintenance charges, if any, applicable to and enforceable against the Mortgaged Property that have been duly recorded in the real estate records of the county where any portion of the Mortgaged Property is located prior to the date of the delivery of this Mortgage.

Section 8.8 Amendment. This Mortgage may be amended only by an instrument in writing signed by the duly authorized representative of the Grantor and of (1) the Beneficiary, and (2) if the amendment would adversely affect the interests of the Bondholders under the Trust Indenture, as

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determined by the Trustee, the Trustee acting at the Bondholders' direction in accordance with the Trust Indenture.

Section 8.9 Applicable Law. This Mortgage shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Illinois and, if applicable, Federal law.

Section 8.10 Construction Mortgage. This is a "construction mortgage" within the meaning of Section 9-313(a) of the Commercial Code. This Mortgage secures an obligation for the construction of an improvement on land.

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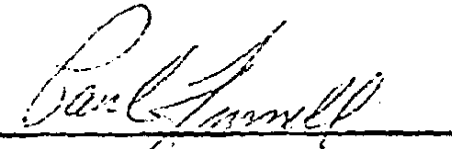
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IN WITNESS WHEREOF, the Grantor has caused this Mortgage to be executed in its name by its duly Authorized Officers and to be and has caused its respective corporate seal to be hereunto affixed and attested by its duly Authorized Officers, all as of the date and year specified above.

LESTER AND ROSALIE ANIXTER CENTER.
Grantor


(SEAL)

By:



Vice President

ATTEST:



Assistant Secretary

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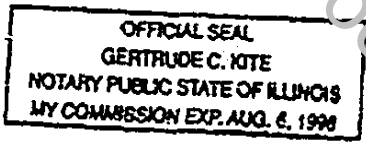
STATE OF ILLINOIS :
COUNTY OF Cook : SS.

On this, the 8th day of July, 1998, before me, the undersigned notary public, personally appeared Paul Finnell, who acknowledged himself to be a 11:11 of LESTER AND ROSALIE ANIXTER CENTER, an Illinois not for profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Mortgage and Security Agreement for the purposes therein contained by signing the name of such entity by himself as such officer.

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

Gertrude C. Kite
Notary Public

My Commission Expires: AUG 6, 1998



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EXHIBIT A

TO

MORTGAGE AND SECURITY AGREEMENT

Description of Project

1. Refunded Debt

Approximately \$607,500 outstanding principal amount of the Illinois Health Facilities Authority, Series 1988 Bonds, the proceeds of which were used to purchase a building located at 2032 North Clybourn, Chicago, Illinois.

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Prepared by:

Joel Brosk
Brozosky & Brosk, P.C.
40 Skokie Blvd., Suite 630
Northbrook, Illinois 60062
Phone: 847-559-9190

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EXHIBIT B

TO MORTGAGE AND SECURITY AGREEMENT

Metes and Bounds Legal Description of Project Sites

PARCEL I:

LOTS 1 TO 13 AND ALL THAT PORTION OF LOTS 14 TO 19 OF BLOCK 3 IN SHEFFIELD'S NURSERY SUBDIVISION, BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 14; THENCE NORTHWESTERLY ALONG NORTHERLY LINE OF SAID LOTS 14 TO 19 WHICH COINCIDES WITH SOUTHERLY LINE OF CLYBOURN AVENUE 147.57 FEET TO A POINT IN A LINE WHICH IS PARALLEL TO AND 12.5 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM CENTER LINE OF THE MOST EASTERLY TRACK; THENCE SOUTHERLY ALONG SAID PARALLEL LINE WHICH MAKES AN ANGLE OF 44 DEGREES 31 MINUTES 15 SECONDS WITH SAID SOUTHERLY LINE OF CLYBOURN AVENUE 143.03 FEET TO BEGINNING OF CURVE TO LEFT WITH A RADIUS OF 469.64 FEET; THENCE SOUTHERLY ALONG SAID CURVE 55-66/100 FEET MORE OR LESS TO A POINT IN EASTERLY LINE OF SAID LOT 14 A DISTANCE OF 132 FEET SOUTHERLY FROM THE NORTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 14 A DISTANCE OF 132 FEET TO THE POINT OF BEGINNING.

PARCEL II:

LOTS 1 TO 6 AND 10 FOOT PRIVATE ALLEY LYING NORTHWESTERLY OF AND ADJOINING SAID LOTS 1 TO 6 IN THE SUBDIVISION OF LOTS 40 TO 42, BOTH INCLUSIVE IN SUB BLOCK 3 OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LOT 1 AND SAID 10 FOOT PRIVATE ALLEY THAT PART THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY BY WARRANTY DEED RECORDED FEBRUARY 11, 1897 AS DOCUMENT NUMBER 2497373).

PARCEL III:

THAT PART OF LOTS 32 TO 39, BOTH INCLUSIVE, IN SUB BLOCK 3 OF BLOCK 13, SHEFFIELD ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EASTERLY OF THE EASTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY'S RIGHT OF WAY, SAID EASTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY NOW BEING A LINE DRAWN ACROSS SAID LOTS 32 TO 39 BEGINNING IN SOUTHEASTERLY LINE OF SAID LOT 39, 9 FEET NORTHEASTERLY OF THE SOUTHERLY CORNER THEREOF; THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 38, 17.2 FEET FROM THE SOUTHERLY CORNER THEREOF; THENCE NORTHERLY ON A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 400.3 FEET AND CROSSING THE SOUTHEASTERLY LINE OF SAID LOT 37 AT A POINT 27.4 FEET FROM ITS SOUTHERLY CORNER THEREOF AND CROSSING THE SOUTHEASTERLY LINE OF SAID LOT 36 AT A POINT 39.8 FEET FROM ITS SOUTHERLY CORNER THEREOF AND CROSSING THE SOUTHEASTERLY LINE OF SAID LOT 35, 54.1 FEET FROM ITS SOUTHERLY CORNER THEREOF AND CROSSING THE SOUTHEASTERLY LINE OF SAID LOT 34, 71.1 FEET FROM ITS SOUTHERLY CORNER THEREOF TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 33, 91.7 FEET FROM ITS SOUTHERLY CORNER THEREOF; THENCE NORTHERLY IN A

STRAIGHT LINE TO A POINT IN SOUTHEASTERLY LINE OF LOT 32, 115.5 FEET FROM SOUTHERLY CORNER THEREOF; THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT IN NORTHEASTERLY LINE OF LOT 32, 19.8 FEET FROM THE EAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PIN: 14-32-132-004

PIN: 14-32-132-007

PIN: 14-32-132-009

PIN: 14-32-132-005

PIN: 14-32-132-008

PIN: 14-32-132-011

Property Address: 2032 N. Clybourn, Chicago, Illinois

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EXHIBIT C
to
MORTGAGE AND SECURITY AGREEMENT

Environmental Conditions

NONE

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