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1998-08-19 14:54:35
Cook County Recorder

RECORDED REQUESTED BY AND
WHEN RECORDED RETURN TO:
Allen, Matkins, Leck, Gamble & Mallory LLP
333 Bush Street, Suite 1700
San Francisco, California 94104-2806
Attention: Nancy Lundeen, Esq.

Space Above This Line for Recorder's Use

28

CROSS GUARANTY, CROSS-DEFAULT AND
CROSS-COLLATERALIZATION AGREEMENT

from

MB INN, INC.,
a Maryland corporation
and
MB HOTEL PROPERTIES, INC.,
a Maryland corporation

each having an address of

17100 South Halsted Street
Harvey, Illinois 60426-6190

(as Borrowers)

to

THE CAPITAL COMPANY OF AMERICA LLC
having an address at
101 California Street, Suite 4080
San Francisco, California 94111

(as Lender)

Property: 17356 South Torrence Avenue
Lansing, Illinois 60438

PIWS: 29-25-401-033
29-25-401-034
29-25-401-035
29-25-402-032
29-25-402-033

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CROSS GUARANTY, CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT

THIS CROSS GUARANTY, CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (this "Agreement"), made as of August 17, 1998 by MB INN, INC., a Maryland corporation ("MB Inn"), and MB HOTEL PROPERTIES, INC., a Maryland corporation ("MB Properties"), each having an address at 17100 South Halsted Street, Harvey, Illinois 60426-6190, for the benefit of THE CAPITAL COMPANY OF AMERICA LLC, a Delaware limited liability company, and its successors and assigns ("Lender"), having an address at 101 California Street, Suite 4080, San Francisco, California 94111. MB Inn and MB Properties are sometimes collectively referred to herein as the "Borrowers."

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000) (the "Lansing Note"), in evidence of a loan in such amount (the "Lansing Loan") being made by Lender to MB Inn. The Lansing Loan is secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Lansing Mortgage"), encumbering the real property located in the City of Lansing, Cook County, Illinois, described on Exhibit A-1 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Lansing Mortgage (collectively, the "Lansing Facility"), and (ii) certain other documents and instruments (the Lansing Note, the Lansing Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Lansing Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of FIVE MILLION EIGHTY-NINE THOUSAND DOLLARS (\$5,899,000) (the "Hammond Note"), in evidence of a loan in such amount (the "Hammond Loan") being made by Lender to MB Inn. The Hammond Loan is secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Hammond Mortgage"), encumbering the real property located in the City of Hammond, Lake County, Indiana, described on Exhibit A-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Hammond Mortgage (collectively, the "Hammond Facility"), and (ii) certain other documents and instruments (the Hammond Note, the Hammond Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Hammond Loan Documents");

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WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of THREE MILLION DOLLARS (\$3,000,000) (the "Ft. Wayne Note"), in evidence of a loan in such amount (the "Ft. Wayne Loan") being made by Lender to MB Inn. The Ft. Wayne Loan is secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Ft. Wayne Mortgage") encumbering the real property located in the City of Ft. Wayne, Allen County, Indiana, described on Exhibit A-3 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Ft. Wayne Mortgage (collectively, the "Ft. Wayne Facility"), and (ii) certain other documents and instruments (the Ft. Wayne Note, the Ft. Wayne Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Ft. Wayne Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of SEVEN MILLION DOLLARS (\$7,000,000) (the "Myrtle Beach Note"), in evidence of a loan in such amount (the "Myrtle Beach Loan") being made by Lender to MB Inn. The Myrtle Beach Loan is secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Myrtle Beach Mortgage"), encumbering the real property located in the City of Myrtle Beach, Horry County, South Carolina, described on Exhibit A-4 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Myrtle Beach Mortgage (collectively, the "Myrtle Beach Facility"), and (ii) certain other documents and instruments (the Myrtle Beach Note, the Myrtle Beach Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Myrtle Beach Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Properties has executed and delivered to Lender its Promissory Note in the original principal amount of NINE MILLION DOLLARS (\$9,000,000) (the "Ft. Myers Beach Note"), in evidence of a loan in such amount (the "Ft. Myers Beach Loan") being made by Lender to MB Properties. The Ft. Myers Beach Loan is secured by (i) a Multistate Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Ft. Myers Beach Mortgage"), encumbering the real property located in the City of Ft. Myers Beach, Lee County, Florida, described on Exhibit A-5 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Ft. Myers Beach Mortgage (collectively, the "Ft. Myers Beach Facility"), and (ii) certain other documents and instruments (the Ft. Myers Beach Note, the Ft. Myers Beach Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Ft. Myers Beach Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Properties has executed and delivered to Lender its Promissory Note in the original principal amount of FIVE MILLION DOLLARS (\$5,000,000) (the "Vero Beach Note"),

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in evidence of a loan in such amount (the "Vero Beach Loan") being made by Lender to MB Properties. The Vero Beach Loan is secured by (i) a Multistate Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Vero Beach Mortgage"), encumbering the real property located in the City of Vero Beach, Indian River County, Florida, described on Exhibit A-6 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Vero Beach Mortgage (collectively, the "Vero Beach Facility"), and (ii) certain other documents and instruments (the Vero Beach Note, the Vero Beach Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Vero Beach Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Properties has executed and delivered to Lender its Promissory Note in the original principal amount of EIGHT HUNDRED THIRTY-SIX THOUSAND DOLLARS (\$836,000) (the "St. Paul Note"), in evidence of a loan in such amount (the "St. Paul Loan") being made by Lender to MB Properties. The St. Paul Loan is secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "St. Paul Mortgage"), encumbering the real property located in the City of St. Paul, Ramsey County, Minnesota, described on Exhibit A-7 attached hereto and made a part hereof, together with all improvements thereon now owned or hereafter acquired by MB Properties and certain other property described in the St. Paul Mortgage (collectively, the "St. Paul Facility"), and (ii) certain other documents and instruments (the St. Paul Note, the St. Paul Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "St. Paul Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Properties has executed and delivered to Lender its Promissory Note in the original principal amount of FOURTEEN MILLION DOLLARS (\$14,000,000) (the "Golden Note"), in evidence of a loan in such amount (the "Golden Loan") being made by Lender to MB Properties. The Golden Loan is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Golden Mortgage"), encumbering the real property located in the City of Golden, Jefferson County, Colorado, described on Exhibit A-8 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Golden Mortgage (collectively, the "Golden Facility"), and (ii) certain other documents and instruments (the Golden Note, the Golden Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Golden Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Properties has executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) (the "Cedar Rapids Note"), in evidence of a loan in such amount (the "Cedar Rapids Loan") being made by Lender to MB Properties. The Cedar Rapids Loan is

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secured by (i) a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Cedar Rapids Mortgage"), encumbering the real property located in the City of Cedar Rapids, Linn County, Iowa, described on Exhibit A-9 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Cedar Rapids Mortgage (collectively, the "Cedar Rapids Facility"), and (ii) certain other documents and instruments (the Cedar Rapids Note, the Cedar Rapids Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Cedar Rapids Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000) (the "Kannapolis Note"), in evidence of a loan in such amount (the "Kannapolis Loan") being made by Lender to MB Inn. The Kannapolis Loan is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Kannapolis Mortgage"), encumbering the real property located in the City of Kannapolis, Cabarrus County, North Carolina, described on Exhibit A-10 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Kannapolis Mortgage (collectively, the "Kannapolis Facility"), and (ii) certain other documents and instruments (the Kannapolis Note, the Kannapolis Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Kannapolis Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of THREE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,625,000) (the "Lake Norman Note"), in evidence of a loan in such amount (the "Lake Norman Loan") being made by Lender to MB Inn. The Lake Norman Loan is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Lake Norman Mortgage"), encumbering the real property located in the City of Cornelius, Mecklenberg County, North Carolina, described on Exhibit A-11 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Lake Norman Mortgage (collectively, the "Lake Norman Facility"), and (ii) certain other documents and instruments (the Lake Norman Note, the Lake Norman Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Lake Norman Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of TWO MILLION DOLLARS (\$2,000,000) (the "Matthews Note"), in evidence of a loan in such amount (the "Matthews Loan") being made by Lender to MB Inn. The Matthews Loan is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Matthews Mortgage"), encumbering the real property

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located in the City of Matthews, Mecklenberg County, North Carolina, described on Exhibit A-12 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Matthews Mortgage (collectively, the "Matthews Facility"), and (ii) certain other documents and instruments (the Matthews Note, the Matthews Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Matthews Loan Documents");

WHEREAS, concurrently with the execution of this Agreement, MB Inn has executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) (the "Monroe Note"), in evidence of a loan in such amount (the "Monroe Loan") being made by Lender to MB Inn. The Monroe Loan is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Monroe Mortgage"), encumbering the real property located in the City of Monroe, Union County, North Carolina, described on Exhibit A-13 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Monroe Mortgage (collectively, the "Monroe Facility"), and (ii) certain other documents and instruments (the Monroe Note, the Monroe Mortgage and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Monroe Loan Documents");

WHEREAS, Lender and the Borrowers are parties to that certain Loan Agreement dated of even date herewith (the "Loan Agreement") and relating to each of Loans, as defined below;

WHEREAS, the Borrowers are affiliates of each other in that MB Properties is a wholly owned subsidiary of MB Inn, and each of the Borrowers will derive substantial benefit from the Loans; and

WHEREAS, Lender has required that this Agreement be executed and delivered as a condition to making each of the Loans.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto hereby agree as follows:

I. Certain Definitions. For purposes of this Agreement the following terms shall be applicable: (a) the Lansing Note, the Hammond Note, the Ft. Wayne Note, the Myrtle Beach Note, the Ft. Myers Beach Note, the Vero Beach Note, the St. Paul Note, the Golden Note, the Cedar Rapids Note, the Kannapolis Note, the Lake Norman Note, the Matthews Note and the Monroe Note are referred to herein individually as a "Note" and collectively as the "Notes"; (b) the Lansing Loan, the Hammond Loan, the Ft. Wayne Loan, the Myrtle Beach Loan, the Ft. Myers Beach Loan, the Vero Beach Loan, the St. Paul Loan, the Golden Loan, the Cedar Rapids Loan, the Kannapolis Loan, the Lake Norman Loan, the Matthews Loan, the Monroe Loan are referred to herein individually as a "Loan" and collectively as the "Loans"; (c) the Lansing Mortgage, the

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Hammond Mortgage, the Ft. Wayne Mortgage, Myrtle Beach Mortgage, the Ft. Myers Beach Mortgage, the Vero Beach Mortgage, the St. Paul Mortgage, the Golden Mortgage, the Cedar Rapids Mortgage, the Kannapolis Mortgage, the Lake Norman Mortgage, the Matthews Mortgage and the Monroe Mortgage are referred to herein individually as a "Mortgage" and collectively as the "Mortgages"; (d) the Lansing Facility, the Hammond Facility, the Ft. Wayne Facility, Myrtle Beach Facility, the Ft. Myers Beach Facility, the Vero Beach Facility, the St. Paul Facility, the Golden Facility, the Cedar Rapids Facility, the Kannapolis Facility, the Lake Norman Facility, the Matthews Facility and the Monroe Facility referred to herein individually as a "Facility" and collectively as the "Facilities"; and (e) the Lansing Loan Documents, the Hammond Loan Documents, the Ft. Wayne Loan Documents, Myrtle Beach Loan Documents, the Ft. Myers Beach Loan Documents, the Vero Beach Loan Documents, the St. Paul Loan Documents, the Golden Loan Documents, the Cedar Rapids Loan Documents, the Kannapolis Loan Documents, the Lake Norman Loan Documents, the Matthews Loan Documents and the Monroe Loan Documents are referred to herein collectively as the "Loan Documents".

2. Cross-Guaranties. Effective as of the date hereof:

(a) MB Inn hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "MB Inn Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of each of the Notes executed by MB Properties and the obligations of MB Properties under each of the other Loan Documents. The MB Inn Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of MB Properties to MB Inn now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the MB Inn Guaranty; provided, however, that such subordination shall not prevent payment of such indebtedness when due provided that no Event of Default has occurred.

(b) MB Properties hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "MB Properties Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of each of the Notes executed by MB Inn and the obligations of MB Inn under each of the other Loan Documents. The MB Properties Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of MB Inn to MB Properties now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the MB Properties Guaranty; provided, however, that such subordination shall not prevent payment of such indebtedness when due provided that no Event of Default has occurred.

3. Cross-Default and Cross-Collateralization. Each of the Loan Documents is hereby amended and modified (such amendment and modification, a "Cross-Collateralization") as follows:

(a) an Event of Default under any one of the Notes, the Mortgages, or any of the other Loan Documents (as the term "Event of Default" is defined

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therein) shall constitute an Event of Default under all of the other Notes, the Mortgages, and the other Loan Documents (as the term "Event of Default" is defined therein); and

(b) all of the Mortgages and all of the other Loan Documents securing the Notes specifically described therein and the obligations of each of the Borrowers, as applicable, under the other Loan Documents (collectively, the "Security Documents") shall also secure and each of the other Notes, the obligations of each of the Borrowers under each of the other Loan Documents and, under this Agreement, the MB Inn Guaranty and the MB Properties Guaranty.

4. Release of Facilities. The Loan Agreement provides for the full or partial release of the Facilities upon satisfaction of the terms and conditions specifically set forth therein.

Costs and Expenses. The Borrowers, jointly and severally, shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection with a Cross-Collateralization and a release of any Facility from a Cross-Collateralization, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

6. Default. Any default by any of the Borrowers in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the Loan Documents (as the term "Event of Default" is defined therein).

7. Further Assurances. The Borrowers agree to execute and deliver any further documents and instruments as Lender may reasonably require to effectuate the Cross-Collateralization contemplated hereby. The Borrowers further acknowledge and agree that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Facilities from the Cross-Collateralization, and each agrees to execute and deliver such documents as Lender may reasonably require in connection therewith.

8. Exculpation. This Agreement and the obligations of Borrowers hereunder are and shall be subject to and limited by the exculpation provisions set forth in Section 8.14 of the Loan Agreement.

9. North Carolina Law. MB Inn and MB Properties have each been advised of their rights under the General Statutes of North Carolina, Section 26-7, et seq., to require Lender to proceed against the principal obligor(s) to realize upon Lender's security and to take (or refrain from taking) other actions in pursuing its rights and remedies, and MB Inn and MB Properties specifically waive all of their rights under said statutory provisions, and under all other statutory provisions, which are or may be in conflict with, or in derogation of, the rights, remedies and privileges granted or otherwise afforded to Lender under the terms of the MB Inn Guaranty and the MB Properties Guaranty.

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10. Drafting. This instrument was drafted by:

Nancy Lundeen, Esq.
Allen, Matkins, Leck, Gamble & Mallory LLP
333 Bush Street, Suite 1700
San Francisco, California 94104-2806

11. Loan Obligations. Nothing in this Agreement to the contrary withstanding, the definition of Loan Obligations secured hereby or by the St. Paul Mortgage shall be:

(a) the debt evidenced by the Notes in the aggregate principal face amount of Fifty-Seven Million Four Hundred Thousand and No/100 Dollars (\$57,400,000.00);

(b) any and all other charges and amounts payable under the Notes, the Mortgages or any other Loan Documents, are exempt from Minnesota mortgage registry tax (the "Registry Tax") under Minn. Stat. § 287.05, Subd. 4,

(c) any and all charges, amounts and non-monetary obligation under the Notes, the Mortgages or any other Loan Documents which are not otherwise subject to Registry Tax;

(d) any and all charges and amounts payable under the Notes, the Mortgages or any other Loan Documents not referred to in subclauses (a), (b) or (c) above on which the Registry Tax has been paid; and

(e) interest from time to time payable on any or all of the foregoing.

All charges, amounts and obligations referred to in this Agreement or the St. Paul Mortgage as Loan Obligations shall be secured by this Agreement or the St. Paul Mortgage only if and to the extent provided for in subparagraph (a) through (e) above.

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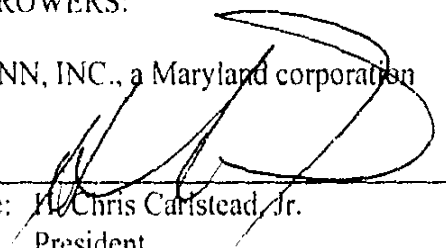
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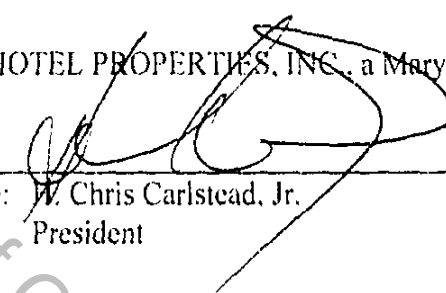
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. 98734077

BORROWERS:

MB INN, INC., a Maryland corporation

By: 
Name: W. Chris Carlstead, Jr.
Title: President

MB HOTEL PROPERTIES, INC., a Maryland corporation

By: 
Name: W. Chris Carlstead, Jr.
Title: President

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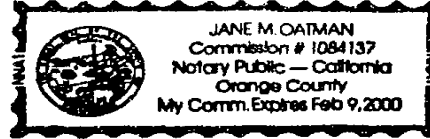
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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On August 11, 1998, before me, Jane M. Oatman, personally appeared **H. Chris Carlstead, Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



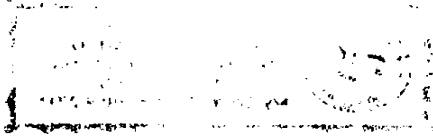
Signature Jane M. Oatman

(Seal)

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OF SAID LOT 1 TO THE NORTH EAST CORNER OF SAID LOT 31 IN SAID BLOCK 5 AND WEST OF AND ADJOINING LOTS 7 TO 11, INCLUSIVE, AND THE NORTH 1/2 OF LOT 12 (MEASURED ON THE WEST LINE) AND WEST OF AND ADJOINING A LINE EXTENDED FROM THE SOUTH WEST CORNER OF SAID LOT 7 TO THE NORTH WEST CORNER OF SAID LOT 8 IN BLOCK 4, ALL IN LOEB AND HAMMEL'S PUBLIC SERVICE ADDITION, BEING A SUBDIVISION OF (EXCEPT THE RIGHT OF WAY OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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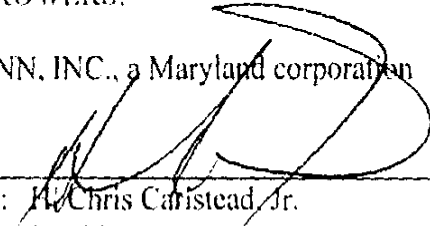
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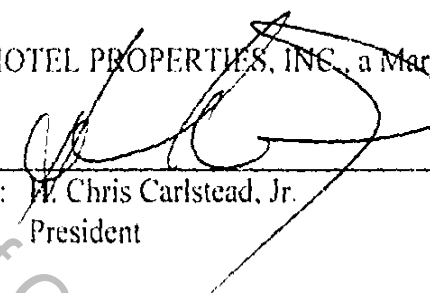
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. 98734077

BORROWERS:

MB INN, INC., a Maryland corporation

By: 
Name: H. Chris Carlstead, Jr.
Title: President

MB HOTEL PROPERTIES, INC., a Maryland corporation

By: 
Name: H. Chris Carlstead, Jr.
Title: President

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EXHIBIT A-1

HOLIDAY INN CHICAGO SOUTH/LANSING FACILITY

LOTS 1 TO 11 INCLUSIVE AND LOT 12 (EXCEPT THE SOUTH 21 FEET THEREOF MEASURED ON THE WEST LINE CONVEYED TO THE COUNTY OF COOK) IN BLOCK 4, ALSO LOTS 1 TO 15, INCLUSIVE, AND LOT 27 TO 31, INCLUSIVE IN BLOCK 5 TOGETHER WITH THE 20 FOOT EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 7, INCLUSIVE, IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 8 IN SAID BLOCK 4, ALSO 20 FOOT EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 10, INCLUSIVE, IN SAID BLOCK 5, AND NORTH OF AND ADJOINING LOTS 11 AND 31 AND NORTH OF AND ADJOINING A LINE EXTENDED FROM THE NORTH EAST CORNER OF SAID LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 31 IN SAID BLOCK 5, ALSO 20 FEET NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 11 TO 15, INCLUSIVE, IN SAID BLOCK 5 AND WEST OF ADJOINING LOTS 27 TO 31, INCLUSIVE, IN SAID BLOCK 5, ALSO 33 FOOT VACATED YATES AVENUE LYING WEST OF AND ADJOINING LOTS 10 TO 15, INCLUSIVE, AND WEST OF AND ADJOINING A LINE EXTENDED FROM THE SOUTHWEST CORNER OF SAID LOT 10 TO THE NORTHWEST CORNER OF SAID LOT 11 IN SAID BLOCK 5, AND ALSO VACATED BENSLEY AVENUE LYING EAST OF AND ADJOINING LOT 1 AND LOTS 27 TO 31, INCLUSIVE, AND EAST OF AND ADJOINING A LINE EXTENDED FROM THE SOUTH EAST CORNER OF SAID LOT 1 TO THE NORTH EAST CORNER OF SAID LOT 31 IN SAID BLOCK 5 AND WEST OF AND ADJOINING LOTS 7 TO 11, INCLUSIVE, AND THE NORTH 1/2 OF LOT 12 (MEASURED ON THE WEST LINE) AND WEST OF AND ADJOINING A LINE EXTENDED FROM THE SOUTH WEST CORNER OF SAID LOT 7 TO THE NORTH WEST CORNER OF SAID LOT 8 IN BLOCK 4, ALL IN LOEB AND HAMMEL'S PUBLIC SERVICE ADDITION, BEING A SUBDIVISION OF (EXCEPT THE RIGHT OF WAY OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-2

HOLIDAY INN CHICAGO SE/HAMMOND FACILITY

PARCEL I:

Part of Lot 6 in Kennedy Industrial Park, in the City of Hammond, as per plat thereof, recorded in Plat Book 38 page 27 and as corrected by re-recording in Plat Book 38 page 55, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Northeast corner of Lot 6 proceed South 17 degrees 37 minutes 37 seconds West a distance of 734.04 feet; thence proceed South 81 degrees 10 minutes West a distance of 323.20 feet; thence proceed North 21 degrees 57 minutes 54 seconds East a distance of 946.34 feet, more or less, to a point on the North line of Lot 6 said point being 227.42 feet Northwest of the Northeast corner of said Lot 6; thence proceed South 55 degrees 36 minutes 48 seconds East a distance of 227.42 feet to the point of beginning.

PARCEL II:

Part of Lot 6 in Kennedy Industrial Park, in the City of Hammond, as per plat thereof, recorded in Plat Book 38 page 27 and as corrected by re-recording in Plat Book 38 page 55, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Northwest corner of Lot 6 proceed South 55 degrees 36 minutes 48 seconds East along the Northerly line of said Lot 6 a distance of 227.43 feet; thence proceed South 21 degrees 57 minutes 54 seconds West a distance of 528.58 feet to the place of beginning; thence continue South 21 degrees 57 minutes 59 seconds West a distance of 251.02 feet; thence proceed South 79 degrees 28 minutes 01 seconds West a distance of 320.08 feet more or less to a point in the West line of Lot 6; said point being 1001.58 feet Southerly of the Northwest corner of Lot 6; thence proceed North 24 degrees 42 minutes 13 seconds East along the West line of Lot 6 a distance of 423.42 feet; thence proceed South 68 degrees 2 minutes 6 seconds East a distance of 249.33 feet more or less to the place of beginning.

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EXHIBIT A-3

HOLIDAY INN FT. WAYNE—NORTHWEST FACILITY

Part of the West One-half of the Southwest Quarter of Section 21, Township 31 North, Range 12 East, lying Southeasterly of Interstate Highway No. 69, in Allen County, Indiana, in particular described as follows, to-wit:

Commencing at the Southeast corner of the West One-half of said Quarter Section; thence West along the South line of the West One-half of said Quarter Section, as defined by the centerline of a public road known as the California Road, a distance of 926.4 feet; thence North by a deflection right of 90 degrees 00 minutes, a distance of 19.5 feet to the Southeast right-of-way line of Interstate Highway No. 69, I Proj No. 69-4(3) 109, said right-of-way line being situated 125 feet normally distant Southeastward of said Highway centerline; thence Northeastward along said highway right-of-way line by a deflection right of 32 degrees 25 minutes, a distance of 215.7 feet to a point situated 100 feet normally distance Southeastward of said Highway centerline; thence continuing Northeastward along said Highway right-of-way line by a deflection right of 6 degrees 36 minutes, a distance of 300.9 feet to a point situated 100 feet normally distant Southeastward of said Highway centerline; thence continuing, Northeastward along said highway right-of-way line by a deflection right of 4 degrees 12 minutes, a distance of 155.9 feet to a point situated 111 feet normally distant Southeastward of said Highway centerline and 45 feet radially distant Southeastward of Line S.E.C., said point also being Station 0.00 of Line S.E.C.; thence Northeasterly and introsely concentric to an (Line S.E.C.) 8 degrees 00 minutes curve to the right, distance of 350.4 feet to a point of tangency; thence continuing Northeasterly along said right-of-way line, a distance of 239.0 feet to the East line of the West One-half of the Southwest Quarter of said Section 21; thence South by a deflection right of 107 degrees 21 minutes of the aforesaid line, a distance of 814.2 feet to the place of beginning; containing 11.34 acres of land, more or less.

EXCEPTING THEREFROM that part granted to County of Allen, described as follows, to-wit:

Part of the West One-half of the Southwest Quarter of Section 21, Township 31 North, Range 12 East, in Allen County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the West One-half of the Southwest Quarter of Section 21, Township 31 North, Range 12 East; thence North to the North right-of-way line of the California Road, a distance of 16.5 feet to the point of beginning; thence West along the said North right-of-way line and parallel to the South line of Section 21, a distance of 926.4 feet; thence North at a right angle to said North right-of-way a distance of 3 feet to the Southeasterly right-of-way line of Interstate Highway No. I-69. Project No. I 69-4(3) 109; thence Northeastward along said Highway, right-of-way line by a deflection right of 32 degrees 25 minutes, a distance of 24.3 feet; thence East and parallel to said North right-of-way line of the California Road and said South line of Section 21, a distance of 913.4 feet to the East line of the West One-half of the Southwest Quarter of said Section 21; thence South along said East line, a distance of 23.5 feet to the point of beginning, containing 0.50 acres of land, more or less.

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EXHIBIT A-4

HOLIDAY INN OCEANFRONT, MYRTLE BEACH FACILITY

Parcel 1: Lots 1, 2 and 3, Block 8 of Yaupon Circle Section of Myrtle Beach, South Carolina, containing 0.884 acres or 38,522.49 square feet of land.

BEGINNING at an "x" in a concrete sidewalk at the intersection of the western right-of-way of 6th Avenue South and the northern right-of-way of South Ocean Boulevard and running along same right-of-way S52°41'11" W for a distance of 75.61' to an iron pipe, thence S48°00'45" W for a distance of 75.00' to an iron pipe, thence S 48°00'45" W for a distance of 75.00' to an "X" in brick, thence turning and running N 41°59'18" W for a distance of 189.30' to an iron pipe, thence turning and running along the southern right-of-way of Yaupon Circle around a curve to the left with an arc distance of 76.93', having a radius of 724.57', and a chord of N60°45'09" E 76.89' to an iron pipe, thence around a curve to the left with an arc distance of 75.55', a radius of 724.57' and a chord of N 54°43'23" E 75.52' to a calculated point, thence around a curve to the left with an arc distance of 75.40', having a radius of 724.57' a chord of N 48°45'08" E 75.37' to an iron pipe, thence turning and running along the western right-of-way of 6th Avenue South S 41°59'14" E for a distance of 168.70' to the POINT OF BEGINNING.

Parcel 2: Block 18 of Yaupon Circle Section, Myrtle Beach, South Carolina, containing 6.08 acres or 264,753 square feet of land.

BEGINNING at an iron pipe at the intersection of the eastern right-of-way of 6th Avenue South and the southern right-of-way of South Ocean Boulevard along the right-of-way of South Ocean Boulevard around a curve to the right with an arc distance of 125.03', a radius of 1579.53' and a chord of N 58°07'06" E 125.00' to an iron pipe, thence continuing along same right-of-way N 61°16'48" E for a distance of 295.24' to an iron pipe, thence N 61°12'28" E for a distance of 265.63' to an iron pipe, thence turning and running along Withers Swash Canal S 32°45'12" E for a distance of 155.83' to an "x" atop a wall, thence S 32°45'12" E for a distance of 52.09' to a calculated point, which intersects the Atlantic Ocean high water mark (May 26, 1998), thence turning and running along same high water mark S 15°41'55" W for a distance of 254.35' to a calculated point, thence S 42°41'12" W for a distance of 215.32' to a calculated point, thence S 34°05'18" W for a distance of 195.22' to a calculated point, thence turning and running along the eastern right-of-way of 6th Avenue South N 43°42'54" W for a distance of 237.18' to an iron pipe, thence N 43°42'54" W for a distance of 321.56' to the POINT OF BEGINNING.

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EXHIBIT A-5

HOLIDAY INN FT. MYERS BEACH FACILITY

All of that portion of the south 460 feet of the North 1060 feet of Government Lot 1, Section 3, Township 47 South, Range 24 East, lying West of Estero Boulevard (S.R. 865), Lee County, Florida, running from the Westerly side of said Estero Boulevard (S.R. 865) to the Gulf of Mexico, less so much thereof, lying West of the approximate Mean High Tide Line of the Gulf of Mexico in March of 1972, as the same is shown and located on survey prepared by Johnson Engineering, Inc., title "Boundary and Partial Topographic Survey - Parcel in Government Lot 1, Section 3, Township 47 South, Range 24 East, Estero Island, Lee County, Florida", dated January, 1987, Project No. 15767, File No. 3-47-24.

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EXHIBIT A-6

VERO BEACH FLORIDA

The South 1/2 of Lot 9, all of Lots 10 and 11, and the North 1/2 of Lot 12, Block 20, VERO BEACH ESTATES, according to map or plate thereof recorded in Plat Book 5, Page 8, of the Public Records of St. Lucie County Florida, of which Indian River County was formerly a part.

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EXHIBIT A-7

HOLIDAY INN I-94 EAST/ST. PAUL FACILITY

Tract A, Registered Land Survey No. 364, files of Registrar of Titles, Ramsey County,
Minnesota.

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EXHIBIT A-8

HOLIDAY INN DENVER WEST VILLAGE FACILITY

A TRACT OF LAND IN THE W 1/2 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 89 DEGREES 46.2 MINUTES WEST 30 FEET;
THENCE NORTH 00 DEGREES 03.5 MINUTES EAST, PARALLEL TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 6 A DISTANCE OF 475.63 FEET TO THE SOUTH LINE OF THE OLD GOLDEN ROAD;
THENCE NORTH 85 DEGREES 22.5 MINUTES EAST, ALONG SOUTH LINE OF THE OLD GOLDEN ROAD 533.55 FEET;
THENCE SOUTH 00 DEGREES 3.5 MINUTES WEST, A DISTANCE OF 511.38 FEET TO THE NORTH LINE OF U.S. HIGHWAY #40;
THENCE 193.84 FEET ON A CURVE TO THE RIGHT WHOSE RADIUS OF 1676.40 FEET AND WHOSE CHORD BEARS SOUTH 60 DEGREES 35.7 MINUTES WEST, 193.73 FEET;
THENCE SOUTH 17 DEGREES 05.5 MINUTES EAST, 10 FEET;
THENCE SOUTH 72 DEGREES 54.5 MINUTES WEST, ALONG THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY #40 A DISTANCE OF 370.40 FEET TO A POINT 30 FEET EAST OF THE WEST LINE OF SW 1/4 OF SAID SECTION 6;
THENCE NORTH 00 DEGREES 04 MINUTES EAST, 188.05 FEET TO THE POINT OF BEGINNING,

AND TOGETHER WITH A PARCEL OR TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 70 WEST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THE SAID PARCEL OR TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF THE SAID SECTION 6;
THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS EAST ALONG THE WESTERLY LINE OF THE SAID NW 1/4, A DISTANCE OF 391.09 FEET TO THE TRIP POINT OF BEGINNING AND A POINT ON A CURVE;
THENCE ON AN ANGLE TO THE LEFT OF 30 DEGREES 06 MINUTES 59 SECONDS AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 242.39 FEET, A CENTRAL ANGLE OF 00 DEGREES 24 MINUTES 25 SECONDS, AN ARC LENGTH OF 1.72 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 76 DEGREES 41 MINUTES 30 SECONDS, AN ARC LENGTH OF 78.97 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 108.92 FEET, A CENTRAL ANGLE OF 16 DEGREES 42 MINUTES 56 SECONDS, AN ARC LENGTH OF 31.78 FEET TO A POINT 30 FEET EASTERLY OF THE SAID WESTERLY LINE;
THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS EAST PARALLEL WITH AND 30.00 FEET EASTERLY OF THE SAID WESTERLY LINE, A DISTANCE OF 20.43 FEET;
THENCE NORTH 85 DEGREES 22 MINUTES 30 SECONDS EAST ALONG A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY OF THE NORTHERLY LINE OF THE TRACT OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NUMBER F0010853 OF THE SAID JEFFERSON COUNTY RECORDS, A DISTANCE OF 533.55 FEET TO THE EASTERLY LINE EXTENDED OF THE SAID TRACT RECORDED AT RECEPTION NUMBER F0010853;
THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST ALONG THE SAID EASTERLY

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LINE EXTENDED, A DISTANCE OF 30.06 FEET TO THE NORTHERLY LINE OF THE SAID TRACT RECORDED AT RECEPTION NUMBER F0010853;
THENCE SOUTH 86 DEGREES 22 MINUTES 30 SECONDS WEST ALONG THE SAID NORTHERLY LINE, A DISTANCE OF 533.5 FEET TO THE WESTERLY LINE OF THE SAID TRACT RECORDED AT RECEPTION NO. F0010853;
THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST ALONG THE SAID NORTHERLY LINE, A DISTANCE OF 533.55 FEET TO THE WESTERLY LINE OF THE SAID TRACT RECORDED AT RECEPTION NO. F0010853
THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST ALONG THE WESTERLY LINE OF THE TRACT RECORDED AT RECEPTION NUMBER F0010853 WHICH IS PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF THE SAID NW 1/4, A DISTANCE OF 150.12 FEET TO A POINT ON A CURVE;
THENCE ON AN ANGLE TO THE RIGHT OF 164 DEGREES 00 MINUTES 49 SECONDS AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 242.39 FEET, A CENTRAL ANGLE OF 17 DEGREES 07 MINUTES 47 SECONDS, AN ARC LENGTH OF 72.47 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SW 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FROM WHENCE THE WEST QUARTER CORNER BEARS NORTH 89 DEGREES 46.2 MINUTES WEST, 30 FEET;
THENCE SOUTH 00 DEGREES 04 MINUTES WEST, PARALLEL TO THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6, 188.03 FEET MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 10;
THENCE NORTH 72 DEGREES 54.5 MINUTES EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 150 FEET TO A POINT 173.30 FEET EAST OF THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6;
THENCE NORTH 00 DEGREES 04 MINUTES EAST, 147.25 FEET, MORE OR LESS TO THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 6;
THENCE NORTH 89 DEGREES 46.2 MINUTES WEST, 143.30 FEET TO THE POINT OF BEGINNING,

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STATE OF COLORADO.

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EXHIBIT A-9

DAYS INN—CEDAR RAPIDS FACILITY

PARCEL 1:

A PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 30, TOWNSHIP 83 NORTH, RANGE 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 365.41 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, THE WEST LINE BEING USED AS BEARING DUE NORTH AND SOUTH; THENCE NORTH 46 DEGREES 32 MINUTES 30 SECONDS EAST, A DISTANCE OF 203.01 FEET; THEN SOUTH 43 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 70.0 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 30 SECONDS EAST, A DISTANCE OF 206.92 FEET; THENCE SOUTH 03 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.18 FEET; THENCE SOUTH 04 DEGREES 44 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.80 FEET; THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 238.70 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.0 FEET; THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 103.63 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 127.25 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 140.0 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 113.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH AN EASEMENT FOR DRIVEWAY PURPOSES ONLY ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED TWO TRACTS OF LAND:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 26 MINUTES 30 SECONDS WEST 124.02 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 44.0 FEET; THENCE SOUTH 05 DEGREES 00 MINUTES 28 SECONDS WEST 77.13 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE S.W. (FORMERLY U.S. HIGHWAY NO. 30); THENCE NORTH 84 DEGREES 36 MINUTES 34 SECONDS WEST 38.0 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 26 MINUTES 30 SECONDS EAST 73.27 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE POINT OF BEGINNING.

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TRACT 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF PARCEL 1 WITH THE MOST SOUTHERLY LINE OF PARCEL 3 HEREOF; THENCE EAST, ALONG THE MOST SOUTHERLY LINE OF PARCEL 3 HEREOF, A DISTANCE OF 202.46 FEET; THENCE SOUTH A DISTANCE OF 40.0 FEET; THENCE WEST, PARALLEL TO THE MOST SOUTHERLY LINE OF PARCEL 3 HEREOF, TO THE EAST LINE OF PARCEL 1; THENCE NORTHERLY ALONG THE EAST LINE OF PARCEL 1 TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 AND A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, ALL IN TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 163.94 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30 TO A POINT; THENCE SOUTH 43 DEGREES 55 MINUTES EAST, 205.79 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES EAST, 77.35 FEET TO A POINT; THENCE SOUTH 57.35 FEET TO A POINT; THENCE EAST 47.0 FEET TO A POINT; THENCE SOUTH 136.00 FEET TO A POINT; THENCE WEST 246.46 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00 DEGREES 26 MINUTES 30 SECONDS EAST, 124.02 FEET ALONG THE SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 31, TO THE POINT OF BEGINNING.

FOR THE PURPOSES OF THIS DESCRIPTION THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR DUE NORTH AND SOUTH.

PARCEL 4:

TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY CONTAINED IN INSTRUMENT FILED NOVEMBER 19, 1974 IN BOOK 1630 AT PAGE 77 AS DOCUMENT NO. 21229 FOR THE PURPOSES OF CONSTRUCTING MAINTAINING AND REMOVING SEWER LINES OVER THE FOLLOWING DESCRIBED REAL ESTATE:

A PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 26 MINUTES 30 SECONDS WEST, 124.02 FEET ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31 TO A POINT; THENCE EAST 104.79 FEET TO THE POINT OF BEGINNING; THENCE EAST 10.02 FEET TO A POINT; THENCE SOUTH 03 DEGREES 37 MINUTES WEST, 83 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30; THENCE WESTERLY 10 FEET MORE OR LESS, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 TO A POINT THAT IS 10.0 FEET IN PERPENDICULAR DISTANCE FROM THE LAST DESCRIBED LINE; THENCE NORTH 3 DEGREES 37 MINUTES EAST, 83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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PARCEL 5:

A PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 365.41 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30 TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF IOWA STATE HIGHWAY NUMBER 149, (FOR PURPOSES OF THIS LEGAL DESCRIPTION, THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30-83-7 IS ASSUMED TO HAVE A BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST); THENCE NORTH 46 DEGREES 32 MINUTES 30 SECONDS EAST 203.01 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 43 DEGREES 27 MINUTES 30 SECONDS EAST, 70.0 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 30 SECONDS EAST, 206.92 FEET; THENCE SOUTH 03 DEGREES 24 MINUTES 00 SECONDS WEST, 110.18 FEET, THENCE SOUTH 04 DEGREES 44 MINUTES 00 SECONDS EAST, 75.0 FEET TO A POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS EAST, 84.0 FEET; THENCE NORTH 79 DEGREES 6 MINUTES 00 SECONDS EAST, 197.93 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 00 SECONDS EAST, 143.46 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN A TRUSTEE'S DEED RECORDED IN THE LINN COUNTY, IOWA RECORDER'S OFFICE IN BOOK 1706, PAGE 287; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, 158.11 FEET ALONG THE WEST LINE OF THE PARCEL DESCRIBED IN SAID TRUSTEE'S DEED; THENCE NORTH 88 DEGREES 55 MINUTES 00 SECONDS WEST 182.90 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 00 SECONDS EAST, 50.0 FEET; THENCE NORTH 83 DEGREES 55 MINUTES 00 SECONDS WEST, 303.0 FEET; THENCE NORTH 46 DEGREES 05 MINUTES 00 SECONDS EAST, 120 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 00 SECONDS WEST, 25.80 FEET, TO THE POINT OF BEGINNING.

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EXHIBIT A-10

COMFORT INN—KANNAPOLIS FACILITY

A tract of land lying in No. 4 Township, Kannapolis, Cabarrus County, North Carolina, on Cloverleaf Plaza, being Tract 7 of Cloverleaf Plaza Map Two, and more particularly described as follows:

BEGINNING at an old Iron Pin located on the southwesterly margin of Cloverleaf Plaza (50' Public R/W), said Pin also being S 56-21-22 W - 2763.63' from NCGS Monument "Skyway;" thence with the margin of Cloverleaf Plaza two calls, (1) with a circular curve to the left with a radius of 242.07', an arc distance of 19.28' and a chord of S 56-23-32 E - 19.28', and (2) S 58-28-32 E - 330.81' to an old Iron Pin; thence leaving said margin and with the line of Tract 8 S 32-38-00 W - 219.97' to an old Iron Pin in the margin of the exit ramp of Interstate Hwy. 85 leading to U.S. Hwy. 29; thence with said margin five calls: (1) N 56-11-07 W - 127.40' to an old concrete monument, (2) S 34-48-10 W - 19.75' to an old concrete monument, (3) N 58-16-22 W - 9.76' to an old concrete monument, (4) N 52-44-15 W - 188.27', (5) with a circular curve to the right having a radius of 636.20', and arc distance of 22.68' and a chord of N 46-26-54 W - 22.68' to an old Iron Pin; thence leaving said margin, with the line of Tract 5, N 32-01-55 E - 211.68' to an old Iron Pin, the POINT OF BEGINNING, containing 1.776 Acres, more or less, all according to a survey by Leo J. Zoutewelle, RLS, dated June 12, 1998.

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EXHIBIT A-11

COMFORT INN—LAKE NORMAN FACILITY

Comfort Inn - Cornelius

A tract of land lying in Cornelius, Lemley Township, Mecklenburg County, N.C. at 20220 Torrence Chapel Road and more particularly described as follows:

BEGINNING at an old Iron Pin in the eastern right of way of Torrence Chapel Road, located 605.40' South of a PK Nail in the intersection of the center lines of Torrence Chapel Road and Knox Road; thence from said Iron Pin with the line of Pegasus I (recorded in Book 7791 Page 690 of the Mecklenburg County Registry), S 96-42-16 E - 96.23' to a chiseled X in top of a concrete curb; thence with another Pegasus line, N 52-58-40 E - 69.64' to an old Iron Pin; thence with four lines of J.A.D. Development, LLC (recorded in Book 8451 Page 807 of said registry), (1) S 86-44-47 E - 77.23' to an old Iron Pin, (2) N 53-02-48 E - 112.83' to an old Iron Pin, and (3) N 04-29-18 E - 17.92' to an old Iron Pin, and (4) S 85-26-36 E - 19.95' to an old Iron Pin located in the right of way of Interstate Hwy 77; thence, with the right of way of I-77 three courses as follows: (1) S 19-43-15 W - 84.06' to a Concrete Monument, (2) S 24-09-13 W - 353.79', passing an Iron Pin at 2.45' and another Pin at 58.69', to a PK Nail in a Concrete Monument, and (3) S 18-04-08 W - 73.80' to an old Iron Pin; thence, leaving the I-77 right of way and with the line of Phil M. Gandy, Jr. Et. Al., (recorded in Book 5662 Page 641 of said registry), N 76-14-24 W - 248.57' to an old Iron Pin in the eastern right of way of Torrence Chapel Road (60'); thence with said right of way and with a circular curve to the left with Radius 190.00' and arc length 146.02' and with a Chord of N 26-04-00 E - 142.49' to an old Nail in the entrance way of this property; thence, continuing with the Torrence Chapel Road right of way two calls: (1) N 6-38-59 E - 71.73' and (2) N 05-16-54 E - 81.59' to an Iron Pin, the POINT OF BEGINNING, containing 2.114 Acres, more or less, all according to a survey by Leo J. Zoutewelle, RLS L-1129, dated June 9, 1998.

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EXHIBIT A-12

COMFORT INN—MATTHEWS FACILITY

Comfort Inn - Matthews

A tract of land lying in Matthews, Mecklenburg County, N.C. on Moore Road, and more particularly described as follows:

BEGINNING at a spike found in the center line of Moore Road, said point located S 18-29 E - 884.06' from the intersection of the center lines of Moore Road (60' R/W) and N.C. Hwy. 51 (100' R/W), said point also being the southeasterly corner of the N.N. Patel property (recorded in Book 5622 Page 742 of the Mecklenburg County Registry); thence with the center line of Moore Road S 18-29-00 E - 168.06' to another spike in the center line of Moore Road; thence, leaving Moore Road, with the lines of W.J.B. FAMILY LTD PARTNERSHIP (recorded in Book 8790 Page 627), MATTHEWS HOTEL GROUP, LLC, (Recorded in Book 8790 Page 636), and TACO BELL, CORP. (recorded in Book 8790 Page 634) N 85-45-00 W - 376.38' to a metal fence post, the southeasterly corner of W. Gallis (recorded in Book 7096 Page 740); thence two lines of the Gallis property, (1) N 04-15-00 E - 85.92' to an old Iron Pin, and (2) N 38-59-51 W - 94.84' to an old Iron Pipe, the southwesterly corner of the aforementioned N.N. Patel tract; thence with the Patel line, S 85-45-00 E - 376.42' (crossing an old Iron Pipe at 343.89'), to the spike in the center line of Moore Road, the POINT OF BEGINNING, containing 1.275 Acres, more or less, all according to a survey by Leo J. Zoutewelle; RLS L-2129, dated June 10, 1998.

Driveway Easement, taken from DB 4951-281, described in two parts:

PARCEL II is described as follows:

BEGINNING at a point in the southerly margin of the Matthews-Mint Hill Road, said beginning point being located as follows: begin at a concrete monument located at the end of the sight distance line at the Intersection of Matthews-Mint Hill Road and Independence Boulevard, at the southerly margin of Matthew-Mint Hill Road, and thence with the southerly margin of Matthews-Mint Hill Road, in two calls and distances: (1) N 72-24-30 E - 140.68 feet; and (2) N 72-24-18- E - 148.11 feet to the point and place of BEGINNING; thence, S 16-53-00 E - 190.0 Feet to a point; thence, S 26-38-10 E - 327.69 feet to a point, said point being the northeasterly terminus of the second easement hereinafter granted; thence with the rear terminus line of the second easement hereinafter granted, S 12-26-05 E - 44.72 feet to a point; thence S 39-00-00 E - 152.77 feet to a point at the terminus of the third call of the property hereby conveyed by grantor to grantee; thence with a portion of the fourth call of

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the property herein above conveyed to the grantee by the grantor, S 85-45-00 E - 34.32 feet to a point; thence N 39-00-00 W - 170.38 feet to a point; thence N 12-26-05 W - 41.93 feet to a point; thence N 26-38-10 W - 314.28 feet to a point; thence S 83-10-15 E - 9.35 feet to a point; thence, N 16-53-00 W - 206.23 feet to a point in the southerly margin of Matthews-Mint Hill Road; thence with the southerly margin of Matthews-Mint Hill Road, S 72-27-00 W - 36.0 feet to a point, the point and place of beginning; this easement being 36 feet wide for the first approximately 195 feet as measured from the southerly margin of Matthews-Mint Hill Road, and then dropping to an easement 25 feet in width for the balance of the distance from the 36-foot wide portion in a southerly direction to the point where said easement connects with the above described 1.232-Acre tract.

PARCEL III, a non-exclusive easement, is described as follows: BEGINNING at a point in the easterly margin of Independence Boulevard (said Independence Boulevard having a total right of way of 200 feet), said beginning point being located N 39-00-00 W - 180.0 feet from the point of intersection of the easterly margin of said Independence Boulevard with the common line between the property of the grantor and the property of Alton Williamson as described in deed recorded in Book 1894, at Page 297 of the Mecklenberg Public Registry, said beginning point also being the northwestern front corner of the property leased by the grantor to Shoney's South, Inc., as hereinabove mentioned; thence from said beginning point so established, and continuing with the easterly margin of Independence Boulevard N 39-00 W - 40.0 feet to a point, the southwestern front corner of the property leased by grantor to Pizza Huts of America, Inc.; thence with the southerly line of the property leased by grantor to Pizza Huts of America, Inc., N 51-00 E - 210.0 feet to a point, said point being in the westerly line of the 25-foot non-exclusive easement rights described in the preceding sub-paragraph, thence with one of the westerly lines of said 25-foot easement, S 12-26-05 E - 44.72 feet to a point, said point being the northernmost rear corner of the property leased to Shoney's South, Inc. thence with the northerly line of the property leased to Shoney's South, Inc., S 51-00 W - 190.0 feet to a point in the easterly margin of Independence Boulevard, the point and place of Beginning, this being a 40-foot wide easement extending between the Shoney's South, Inc., leased lot and the Pizza Hut of America, Inc., leased lot, connecting Independence Boulevard with the above-described 25-foot easement.

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EXHIBIT A-13

COMFORT INN—MONROE FACILITY

Comfort Inn - Monroe

A tract of land lying in Monroe, Union County, NC, being 2351 Roosevelt Boulevard, and more particularly described as follows:

BEGINNING at an old iron pipe, located at the intersection of the easterly margin of Hanover Drive (60' Public R/W) and the southwesterly margin of Roosevelt Boulevard (U.S. Hwy. 74); thence with the margin of Roosevelt Boulevard South 47-25-48 East 244.95 feet to an old iron pin; thence, leaving the margin of Roosevelt Boulevard and with the line of H.P. Realty Ltd. Partnership (recorded in Book 746, Page 163 of the Union County Registry), South 42-38-13 West 349.41 feet to an old iron pin on the line of Shri Krishna, Inc. (recorded in Book 925, Page 015); thence with the line of Shri Krishna, Inc., North 47-25-47 West 151.04 feet to an old iron pin located in the easterly margin of Hanover Drive; thence with said margin two (2) calls: (1st) with a circular curve to the right with a radius of 510.00 feet, and arc length of 139.76 feet and a chord of North 22-45-12 East 139.32 feet, and (2nd) North 30-36-17 East 223.19 feet to an old iron pipe, the point of **BEGINNING**, containing 1.647 acres more or less, all according to a survey by Leo J. Zoutewelle, RLS, dated June 11, 1998.

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