

UNOFFICIAL COPY

wostcal.doc

98379663

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

William A. Montgomery, Jr., Law Department
Deerfield Funding Corporation
200 Wilmot Road
Deerfield, Illinois 60015

DEPT-01 RECORDING \$45.50
T#0000 TRAN 0138 05/08/98 09:31:00
#4391 RC #-98-379663
COOK COUNTY RECORDER

COLLATERAL ASSIGNMENT OF PURCHASE AND SALE AGREEMENT, LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF PURCHASE AND SALE AGREEMENT,
LEASES AND RENTS ("Assignment") is made as of May 4, 1998, by North & Mobile, L.L.C., a
Nebraska limited liability company, ("Borrower" or "Assignor"), with a mailing address at 11506
Nicholas, Suite 200, Omaha, NE 68154, to DEERFIELD FUNDING CORPORATION, an
Illinois corporation ("Lender"), with a mailing address at 200 Wilmot Road, Deerfield, Illinois
60015, and pertains to the real estate described in Exhibit "A" attached hereto and made a part
hereof and all improvements thereon, ("Premises").

13

98379663

RECITALS

1.1 Note. Borrower has executed and delivered to Lender a Construction Mortgage
Note ("Note") of even date herewith, wherein Borrower promises to pay to the order of Lender the
principal amount of Four Million Two Hundred Seventy-four Thousand Nine Hundred Ninety-
three and 00/100 Dollars (\$4,274,993.00) in repayment of a loan from Lender in like amount or so
much thereof as may now or hereafter be disbursed by Lender under the Note (the "Loan"), together
with interest thereon.

1.2 Other Loan Documents. As further security for the repayment of the Loan,
Borrower has executed and delivered to Lender a Construction Mortgage, Assignment of Purchase
and Sale Agreement and Proceeds Therefrom, and Security Agreement ("Mortgage") of even date
herewith, granting to Lender a first lien on the Premises, and Borrower and/or Beneficiary have
executed and delivered or have caused to be executed and delivered certain other documents further
evidencing or securing the Loan (the Note, the Mortgage, this Assignment, and all such other loan
documents, whether now or hereafter existing, and as amended, modified, extended or restated
from time to time, are collectively referred to herein as the "Loan Documents").

1.3 This Assignment. As further security for the repayment of the Loan and for the
payment and performance of all other Liabilities, in addition to the other Loan Documents,
Assignor is required by the Loan Documents to execute and deliver to Lender this Assignment.

1st AMERICAN TITLE order # 02111864
JF 9.15

UNOFFICIAL COPY

Property of Cook County Clerk's Office

II THE GRANT

NOW, THEREFORE, as additional security for the prompt payment when due of all principal of and interest on the Note; payment in full and performance of all obligations of Borrower under the Loan Documents; payment in full of all expenses and charges, legal or otherwise, including attorney's fees and expenses paid or incurred by Lender in realizing or protecting this Assignment or the Loan; and any and all obligations, indebtedness, and liability of Borrower (and of any other borrower for whose indebtedness this Assignment is pledged as collateral) to Lender, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender, and all renewals and extensions thereof (all collectively, the "Liabilities") and in consideration of the matters recited above, Assignor hereby grants, sells, assigns, and transfers to Lender all of Assignor's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

- (a) That certain Purchase and Sale Agreement by and between Berry Drug Co. and Borrower dated as of May 1, 1998 ("P&S");
- (b) any and all leases, options, contracts for sale, or other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Premises (collectively "Leases");
- (c) any and all addenda, extensions, renewals, amendments, and modifications, to or of the P&S and Leases, whether now or hereafter existing;
- (d) all rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the P&S and Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of the Premises described in any of the Leases or in the Mortgage (collectively "Rents");
- (e) all proceeds payable under any policy of insurance covering loss of Rents for any cause ("Insurance Proceeds");
- (f) all rights, powers, privileges, options and other benefits of Assignor as lessor under such Leases or Seller under the P&S (collectively "Assignor's Rights"), including, without limitation (a) the immediate and continuing right to receive and collect all Rents and the purchase price set forth in the P&S (the "Purchase Price"), and (b) the right to make all waivers, agreements and settlements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any of the Leases or P&S, including the commencement, conduct and consummation of such legal proceedings as may be permitted under any provision

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

of any of the P&S or Leases or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under the P&S any of the Leases; and

- (g) all guaranties of the tenants' performance of the Leases ("Guaranties").

This Assignment constitutes a present, perfected and absolute assignment. This Assignment confers upon Lender a power coupled with an interest and cannot be revoked by Assignor.

III GENERAL AGREEMENTS

3.1 Present Status. Borrower represents and warrants that:

- (a) Assignor is the only Seller under the P&S;
- (b) the P&S is and will remain valid and enforceable and have not been altered, modified, or amended in any manner whatsoever except as may be herein set forth;
- (c) the Assignor is not in default under any of the terms, covenants, or conditions of the P&S;
- (d) other than this Assignment, no other assignment has been made in connection with the P&S;

3.2 Future Performance. Assignor covenants:

- (a) to observe and perform all of the obligations imposed upon the Seller under the P&S and/or the Leases and not to do or permit to be done anything to impair the security thereof;
- (b) not to consent to or allow the assignment or subletting of the lessee's interest in any of the Leases or the Seller under the P&S without the prior written consent of Lender;
- (c) not to hereafter assign, sell, pledge, or encumber any of the Assigned Security except as hereinafter set forth;
- (d) not to alter, modify, or change the terms of the P&S and/or any Lease, Assignor's Rights or Guaranty, cancel or terminate the same, accept a surrender thereof, or in any manner release or discharge any lessee from any obligation or covenant of any Lease or the P&S, without the prior written consent of Lender;

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

westcal.doc

- (e) at Lender's request, to assign and transfer to Lender specifically in writing any and all Leases, the P&S and to execute and deliver, at the request of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require;
- (f) to warrant and defend the Assigned Security against all adverse claims, whether now or hereafter arising;
- (g) to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease;
- (h) to observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;
- (i) to give prompt, written notice to the Lender of any notice given by a lessee claiming default on the part of the Assignor with respect to any Lease or by the Purchaser under the P&S, and to also appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Assigned Security;
- (j) if any of the Leases provide for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Assignor shall furnish rental insurance to Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender, and
- (k) not hereafter permit any of the Assigned Security to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate; nor terminate, modify or amend any of the Leases, Assignor's Rights or Guaranties or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases, Assignor's Rights or Guaranties without such written consent shall be null and void.

IV DEFAULTS AND REMEDIES

4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Assignor shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all Rents, and to retain, use, and enjoy the same; provided that none of the following events shall occur, each of which shall constitute a default ("Default") hereunder:

- (a) Assignor's failure to pay any amount due herein or secured hereby, which failure continues for more than five (5) days from the due date;
- (b) Assignor's failure to timely perform or observe any other provision of this Assignment which remains uncured for twenty-one (21) days after the earlier of

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

wostcal.doc

Assignor's becoming aware of such failure or the effective date of notice thereof from Lender:

- (c) a default uncured within the applicable cure period, if any, in the payment or performance of the Liabilities;
- (d) Lender's finding that any statement, representation or warranty made herein by Borrower is untrue or incomplete in any material respect; or
- (e) a default, "Event of Default" or "Default" pursuant to the Note or any of the other Loan Documents, subject to applicable cure periods, if any.

All Rents which accrue prior to a Default but are paid thereafter shall be paid to the Lender.

4.2 Exercise of Lender's Rights. Any time after the occurrence of a Default, Lender may, at its option, take the actions described below, without in any way waiving such Default, without notice and without regard to the adequacy of the security for the Liabilities. Lender may act either in person or by an agent or by a receiver appointed by a court. Lender may:

- (a) take possession of all or any part of the Premises or any other property described in any or all of the Leases, the P&S, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Lender may deem proper;
- (b) either with or without taking possession of such, in Lender's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements to or of any part of the Premises as may seem proper to Lender and to apply such Rents, in payment of any or all of the following, in such order and manner as Lender may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:
 - (i) all expenses of managing the Premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Lender may deem necessary or desirable;
 - (ii) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, premiums for all insurance that Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;
 - (iii) all expenses incident to taking and retaining possession of the Premises; and

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- (iv) the Liabilities, including, without limitation, all costs and attorneys' fees;
- (c) to collect the Purchase Price and perform the obligations of Borrower under the P&S, including, but not limited to completion of all improvements and the conveyance of title to the Purchaser under the P&S.
- (d) at Lender's option, perform Assignor's obligations hereunder or pursuant to any of the Assigned Security, or cure Assignor's default, in such manner and to such extent as Lender deems appropriate;
- (e) make, enforce, modify and accept surrender of the Leases, Assignor's Rights and Guaranties;
- (f) perform any and all other acts necessary or proper to protect the security of this Assignment;
- (g) apply for, and the Assignor hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and
- (h) avail itself of any rights, powers, or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

The Assignor hereby appoints irrevocably the Lender its true and lawful attorney in its name and stead and authorizes Lender to take any or all of the actions described above. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Lender's written consent. The exercise by Lender of the rights, powers and remedies granted it in this Paragraph 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Default. Assignor's obligations hereunder shall survive foreclosure of the Mortgage, and Assignor covenants to observe and comply with all its obligations under this Assignment and the other Loan Documents throughout any period of redemption after foreclosure of the Mortgage.

4.3 Non-Liability of Lender and Indemnity. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Premises or perform Borrower's obligations under the P&S or to perform the same in any particular manner after a Default or from any other act or omission of Lender in improving, managing, using, occupying or maintaining the Premises after a Default unless such loss is directly and solely caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor or any other party under any Assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make Lender responsible for: (i) the control, care, management, or repair of the Premises; (ii) the carrying out of any of the terms and conditions of any Lease or the P&S; (iii) any waste committed on the property by the lessees or by any other parties or for any dangerous or defective

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

westcal.doc

conditions of the Premises; or (iv) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Lender a "mortgagee in possession" of the Premises. Lender has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under such Lease.

Assignor shall, and does hereby agree to, protect, defend, indemnify, and hold Lender harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Lender may or might incur by reason of: (a) the Leases, or the P&S; (b) this Assignment; (c) any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases or the P&S; or (d) any action taken or omitted by Lender or its agents under this Assignment, unless constituting willful misconduct or gross negligence. Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be paid by Assignor upon demand of Lender and shall constitute a part of the Liabilities.

4.4 Collection of Rent. Assignor hereby and irrevocably authorizes and directs the lessee named in any Lease, whether now or hereafter existing, the occupant of all or any part of the Premises, or the Purchaser under the P&S, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that a Default exists, to pay over to Lender all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Lender and to pay to Lender the Purchase Price pursuant to the P&S. Assignor agrees that lessees shall have the right to rely upon such demand and notice from Lender and shall pay such Rents and/or Purchase Price to Lender without any obligation or right to determine the actual existence of any such Default or the Lender's right to receive such Rents and/or Purchase Price, notwithstanding any notice from or claim of Assignor to the contrary, and without the need for a judicial determination that a Default has occurred. Assignor shall have no right or claim against such lessees for any such Rents so paid by tenants to Lender or Purchase Price paid by the Purchaser. Assignor agrees that it will at Lender's request take such action as Lender may from time to time request to assist Lender in exercising any rights hereunder, including joining in a written direction to lessees to pay Rents and/or Purchase Price to pay the Purchase Price to Lender.

4.5 Other Security. Lender may take or release other security for the Liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof; all without prejudice to any of its rights under this Assignment.

4.6 Waivers. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Lender of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Lender under any of the other Loan Documents. The right of Lender to collect the Liabilities and

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

wostcal.doc

to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

4.7. Nothing contained in this Assignment shall be deemed to authorize Borrower to enter into any Lease not expressly authorized by Lender. Assignor hereby covenants that it shall enter into no Lease, license, easement or other arrangement or agreement under which any person or entity shall have any rights or interest in the Premises except under the P&S.

4.8. Amounts Held in Trust for Lender. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Assignor as Rents or the Purchase Price, from and after the date of any Default, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. By way of example, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

MISCELLANEOUS

5.1. Notices. Any notice that Lender or Borrower may desire or be required to give to either of the others shall be in writing and shall be mailed or delivered to the intended recipient at its address set forth above or at such other address as the intended recipient may in writing designate to the sender. Such notice shall be deemed to have been delivered on the date of delivery if hand-delivered, the next business day after delivery to a nationally recognized overnight courier service if by such courier service, or two (2) business days after mailing by United States registered or certified mail, return receipt requested, postage prepaid. Except as otherwise specifically required, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2. Governing Law. The place of negotiation, execution, and delivery of this Assignment, the location of the Premises, and the place of payment and performance under the Loan Documents being Illinois, this Assignment shall be construed and enforced according to the laws of Illinois.

5.3. Severability. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

wosical.doc

5.4 Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions of this Assignment.

5.5 Grammar. As used in this Assignment, singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable where the context so requires.

5.6 Successors and Assigns. This Assignment shall be binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Borrower. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.7 Conflicts. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.

5.8 Joint and Several Liability. This Section Intentionally Deleted.

5.9 Waiver of Jury Trial. ASSIGNOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS ASSIGNMENT, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (ii) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS. ASSIGNOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Borrower and Beneficiary have caused this Assignment to be executed as of the date stated above.

BORROWER:

North & Mobile, L.L.C

By: 

Name: Richard N. Cooper

Its: Member

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

wostcal.doc

STATE OF NEBRASKA)
) SS,
COUNTY OF DOUGLAS)

I, MICHAEL C. CARTER, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard N. Cooper, personally known to me to be a Member of North & Mobile, L.L.C., a Nebraska limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the free and voluntary act of said company, all for the uses and purposes set forth therein, as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 3rd day of ^{April} May, 1998.



M C Carter
Notary Public

My Commission expires:

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
FIRST AMERICAN TITLE INSURANCE COMPANY
30 North La Salle, Suite 310, Chicago, IL 60602

~~ALTA Commitment~~ Schedule C

File No.: CC111864

LEGAL DESCRIPTION:

PARCEL 1:

LOT 28 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 28, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 28 A DISTANCE OF 85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70 FEET THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; SAID POINT BEING 15 FEET EAST OF MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 28, THENCE SOUTH ALONG A STRAIGHT LINE PARALLEL TO THE WEST LINE OF SAID LOT 28 A DISTANCE OF 31.05 FEET TO THE POINT IN THE SOUTH LINE OF SAID LOT 28 A DISTANCE OF 15 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE WEST ALONG SOUTH LINE OF SAID LOT 28 A DISTANCE OF 15 FEET TO THE SOUTHWEST CORNER THEREOF, THENCE NORTH ALONG LINE OF SAID LOT 28 A DISTANCE OF 101.06 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 22, 23, 24, 25, 26 AND 27 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 34 (EXCEPT THE WEST 6 FEET THEREOF) AND LOT 35 (EXCEPT THE EAST 14 FEET THEREOF) IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 33 AND THE WEST 6 FEET OF LOT 34 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 29, 30, 31 AND 32 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS THAT PORTION TAKEN BY THE STATE OF ILLINOIS FOR THE WIDENING OF MANNHEIM ROAD.

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Parcel 1 commonly known as, 10353 West Roosevelt Road; Westchester, IL 60153

Tax No.: 15-21-100-001

Parcel 2 commonly known as, 10339 West Roosevelt Road; Westchester, IL 60153

Tax No.: 15-21-100-002; 15-21-100-003; 15-21-100-004; 15-21-100-005; 15-21-100-006
and 15-21-100-007

Parcel 3 commonly known as, 10338 Pelham; Westchester, IL

Tax No.: 15-21-100-052

Parcel 4 commonly known as, 10344 Pelham; Westchester, IL

Tax No.: 15-21-100-051

Parcel 5 commonly known as, 1215 South Mannheim Road; Westchester, IL 60154

Tax No.: 15-21-100-058

Property of Cook County Clerk's Office

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT "B"

Any and all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all those sewer capacity reservations, permits, rights to sewer capacity, and sewer capacity deposit reservation fees paid on account thereof which have been or shall be purchased or paid for by Debtor for use in connection with the development of, construction upon, and operation of the Real Property.

Together with any and all fixtures, goods, chattels, construction materials, architectural and construction plans, specifications, drawings, shop drawings, furniture, furnishings, equipment, machinery, apparatus, appliances, billboards, contracts and contract rights under any contracts for construction of improvements on the Real Property and other items of personal property, if any, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Debtor, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly in connection with the complete and comfortable use, occupancy and operation of the Real Property described on the Financing Statement hereof and the improvements thereon and such business, enterprise or operation as may hereafter be conducted upon or with said Real Property and improvements, including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation, together with any and all additions, replacements or substitutions thereto, thereof or therefor as well as the proceeds thereof or therefrom regardless of form.

TOGETHER WITH any and all leases, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, or, accruing to or derived from said Real Property, the improvements and appurtenances thereto.

Attached to and forming a part of the Financing Statement showing _____, a _____ corporation, as Debtor, and DEERFIELD FUNDING CORPORATION as Secured Party. *North of Mobile, La. Co.*

DEERFIELD FUNDING CORPORATION

By *Richard Rogers - Member*

By _____
Vice President

98379663

UNOFFICIAL COPY

Property of Cook County Clerk's Office