

WHEN RECORDED, RETURN TO:

Richard A. Merel  
Garfield & Merel, Ltd.  
211 W. Wacker Drive, 15<sup>th</sup> fl.  
Chicago, IL 60606



**CROSS-DEFAULT, CROSS-COLLATERALIZATION  
AND CONTRIBUTION AGREEMENT**

THIS CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of June 29<sup>th</sup>, 1999, by 1330 West 43<sup>rd</sup> L.L.C., an Illinois limited liability company having an address at 134 North LaSalle Street, Chicago, IL 60601 ("First Borrower"), 7200 Leamington L.L.C., an Illinois limited liability company, having an address at 134 North LaSalle Street, Chicago, IL 60602 and CJW I, L.L.C., a Delaware limited liability company ("CJ") having an address at 420 East 58<sup>th</sup> Ave., Denver, Colorado 80216 (hereinafter collectively referred to as "Second Borrower"), and 2201 Lundt L.L.C., an Illinois limited liability company, having an address at 134 North LaSalle Street, Chicago, IL 60602 ("Third Borrower"; First Borrower, Second Borrower and Third Borrower, collectively, the "Borrowers"), Guy T. Ackermann and John M. Daley, individuals, each having an address at 134 North LaSalle Street, Chicago, IL 60602, respectively (collectively, "Indemnitors"), for the benefit of HSA/Wexford Bancgroup, L.L.C., an Illinois limited liability company, and its successors and assigns ("Lender"), having an address at 180 North Wacker Drive, Chicago, IL 60606.

**WITNESSETH:**

**WHEREAS**, concurrently with the execution of this Agreement, First Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$2,190,000.00) (the "First Borrower Note"), in evidence of a loan in such amount (the "First Borrower Loan") being made by Lender to First Borrower;

**WHEREAS**, concurrently with the execution of this Agreement, Second Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of FOUR MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$4,850,000.00) (the "Second Borrower Note"), in evidence of a loan in such amount (the "Second Borrower Loan") being made by Lender to Second Borrower;

**WHEREAS**, concurrently with the execution of this Agreement, Third Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of FOUR MILLION DOLLARS (\$4,000,000.00) (the "Third Borrower Note"; the First Borrower Note, the Second Borrower Note and the Third Borrower Note, each, a "Note" and collectively, the "Notes"), in evidence of a loan in such amount (the "Third Borrower Loan"; the First Borrower Loan, the Second Borrower Loan and the Third Borrower Loan, each, a "Loan" and collectively, the "Loans") being made by Lender to Third Borrower;

**BOX 333-CTI**

*Early*

ANENHMAN NAT'L DIV  
7803042

*[Handwritten initials]*

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**WHEREAS**, the First Borrower Loan is secured by (i) a Mortgage and Security Agreement (the "First Borrower Security Instrument"), encumbering the real property located in 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 First Borrower Security Instrument (collectively, the "First Borrower Property"), and (ii) certain other documents and instruments (the First Borrower Note, the First Borrower Security Instrument 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 "First Borrower Loan Documents");

**WHEREAS**, the Second Borrower Loan is secured by (i) a Mortgage and Security Agreement (the "Second Borrower Security Instrument"), encumbering the real property located in Cook County, Illinois, described on Exhibit A-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Second Borrower Security Instrument (collectively, the "Second Borrower Property"), and (ii) certain other documents and instruments (the Second Borrower Note, the Second Borrower Security Instrument 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 "Second Borrower Loan Documents");

**WHEREAS**, the Third Borrower Loan is secured by (i) a Mortgage and Security Agreement (the "Third Borrower Security Instrument"; the First Borrower Security Instrument, the Second Borrower Security Instrument and the Third Borrower Security Instrument, each, a "Security Instrument" and collectively, the "Security Instruments"), encumbering the real property located in Cook County, Illinois described on Exhibit A-3 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Third Borrower Security Instrument (collectively, the "Third Borrower Property"; the First Borrower Property, the Second Borrower Property, and the Third Borrower Property, each, a "Property" and collectively, the "Properties"), and (ii) certain other documents and instruments (the Third Borrower Note, the Third Borrower Security Instrument 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 "Third Borrower Loan Documents"; the First Borrower Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents, collectively, the "Loan Documents");

**WHEREAS**, the Indemnitors have executed and delivered to Lender a Guaranty of Recourse Obligations of Borrower in connection with the First Borrower Loan, Second Borrower Loan and Third Borrower Loan (collectively the "Guaranty Documents");

**WHEREAS**, First Borrower, Second Borrower (except CJ), Third Borrower and Indemnitor (collectively, the "Borrowing Parties") all are affiliates of each other and each 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.

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

1. **Cross-Default and Cross-Collateralization**. The First Borrower Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents are hereby amended and modified (such amendment and modification, a "Cross-Collateralization") as follows:

a) an Event of Default under the First Borrower Note, the First Borrower Security Instrument or any of the other First Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument, the other Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument and the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein);

b) an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument or any of the other Second Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the other First Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument and the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein);

c) an Event of Default under the Third Borrower Note, the Third Borrower Security Instrument or any of the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the other First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument and the other Second Borrower Loan Documents (as the term "Event of Default" is defined therein);

d) the First Borrower Security Instrument and all of the other First Borrower Loan Documents securing or guaranteeing the First Borrower Note and the obligations of First Borrower under the other First Borrower Loan Documents (collectively, the "First Borrower Security Documents") also shall secure and guaranty the Guaranty Documents;

e) the Second Borrower Security Instrument and all of the other Second Borrower Loan Documents securing or guaranteeing the Second Borrower Note and the obligations of Second Borrower under the other Second Borrower Loan Documents (collectively, the "Second Borrower Security Documents") also shall secure and guaranty the Guaranty Documents;

f) the Third Borrower Security Instrument and all of the other Third Borrower Loan Documents securing or guaranteeing the Third Borrower Note and the obligations of Third Borrower under the other Third Borrower Loan Documents (collectively, the "Third Borrower Security Documents") also shall secure and guaranty the Guaranty Documents;  
and

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g) the aggregate principal amount secured by each of the First Borrower Security Instrument and the other First Borrower Security Documents, the Second Borrower Security Instrument and the other Second Borrower Security Documents and the Third Borrower Security Instrument and the other Third Borrower Security Documents shall be ELEVEN MILLION FORTY THOUSAND DOLLARS (\$11,040,000.00).

## 2. Contribution.

a) Each of the Borrowers hereby acknowledges and agrees that, due to the fact that the Loans are hereby cross-defaulted and cross-collateralized, each of the Borrowers has a direct and material interest in preventing the occurrence of an Event of Default under any of the Loan Documents (as the term "Event of Default" is defined therein). Accordingly, each of the Borrowers is willing to commit to make or receive loans (each an "Intra-Borrower Loan", and collectively, the "Intra-Borrower Loans") in order to provide for the payment of all amounts due under the Loan Documents and, in so doing, to avoid an Event of Default thereunder. In the event and to the extent that the proceeds from the Property of any Borrower (the "Creditor") are applied to any payments due with respect to the Property owned by another Borrower (the "Debtor"), then the Creditor shall be deemed to have made an Intra-Borrower Loan to the Debtor in the amount of such proceeds so applied (the "Intra-Borrower Loan Amount"). Such Intra-Borrower Loan shall be deemed to be made on a non-recourse basis and shall be repaid out of the future proceeds of the Property owned by the Debtor, together with interest thereon at a rate to be agreed upon from time to time among the Borrowers.

b) All Intra-Borrower Loans deemed to be made under this Agreement shall be evidenced by this Agreement, shall be an obligation of the Debtor which owes such Intra-Borrower Loan solely by its execution of this Agreement and shall not be evidenced by any separate instrument. Each Borrower hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance with respect to each Intra-Borrower Loan for which it is liable under this Agreement. Interest and principal on Intra-Borrower Loans shall be paid solely out of net proceeds from the Property owned by the Debtor and shall be subject in all cases to the terms and conditions of the Loan Documents, and the payments from such sources shall be the sole and exclusive remedy available to any Creditor. Each such payment of principal or interest on Intra-Borrower Loans shall be subordinate and subject to the prior payment of all amounts payable under the Loan Documents. To the extent such sources of payment are insufficient to pay interest and principal on any Intra-Borrower Loan, the Creditor owed such Intra-Borrower Loan shall not have any claim against the Debtor which owes such Intra-Borrower Loan for such amounts or lien on or security interest in any of the assets of such Debtor and no further or additional recourse shall be available against the Debtor. All payments pursuant to Intra-Borrower Loans shall be made on a net basis. All payments received on account of any Intra-Borrower Loan under this Agreement shall be credited first to interest, then to principal. Accrued but unpaid interest shall not be compounded.

3. Documents to be Delivered to Lender. On the date hereof, the Borrowing Parties shall cause to be delivered to Lender:

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a) endorsements to the title insurance policies issued at the closings of the Loans (the "Closings") insuring the liens of the First Borrower Security Instrument, the Second Borrower Security Instrument and the Third Borrower Security Instrument, which endorsements shall be in form and substance satisfactory to Lender and shall (i) provide for "tie-in" coverage under such policies up to the aggregate outstanding principal amount of the First Borrower Note, the Second Borrower Note and the Third Borrower Note; and (ii) include "First Loss" and "Last Dollar" endorsements, if available for title insurance policies issued in Illinois; and

b) such other documents and instruments as Lender may require.

4. **Costs and Expenses.** The Borrowing Parties, 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 Property 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.

5. **Release of Properties.** (a) Notwithstanding any provision contained in any of the Loan Documents to the contrary, each of the Borrowing Parties agrees that none of the Properties may be released from the liens of any of the Loan Documents or the liens created under this Agreement except in accordance with this Section. At any time following the earlier to occur of (i) the fourth anniversary of the First Payment Date as defined in the Second Borrower Note or (ii) the second anniversary of the date the Second Borrower Note is sold into a securitization, the Borrowing Parties may cause the Property securing the Second Borrower Note ("Released Property") to be released from the lien created hereby and by the related Loan Documents, but only upon the satisfaction of all of the following conditions:

(i) Lender shall have received from the applicable Borrower at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date") and the identification of the Released Property;

(ii) no Event of Default under any of the Loan Documents shall have occurred and be continuing as of the date of such notice and the Release Date;

(iii) in no event would such release result in a decrease in the ratio of net cash flow from the remaining Properties to the debt service on the remaining Notes (both determined in accordance with generally accepted accounting principles after giving effect to the payment and application of the Release Price (as hereinafter defined) and the release of the Released Property), unless, notwithstanding any such decrease, such ratio following such release, overall is at least equal to 1.35:1 for the trailing twelve (12) months;

(iv) Lender shall have received from the Borrowing Parties with respect to the matters referred to in clause (iii) above statements of the cash flow and debt service compiled by a certified public accountant acceptable to Lender in accordance with generally accepted accounting principles consistently applied in form and substance acceptable to Lender; certified rent rolls showing that the standard set forth in clause (iii) above has been satisfied; and a

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certificate of the Chief Financial Officer of Borrower (or comparable individual) stating that such statements and calculations are true, correct and complete in all material respects and certifying that all conditions precedent to the release of the Released Property contained in this Section have been complied with;

(v) the Borrowing Parties shall have paid to Lender the following (collectively, the "Release Price"): (i) one hundred twenty-five percent (125%) of the principal balance of the Loan relating to the Released Property; it being understood and agreed that any excess above the amounts required to be paid in connection with a prepayment of the Note relating to the Released Property shall be deposited into an escrow account established and held by Lender as additional collateral for the remaining Loans ("Additional Collateral Account"), (ii) all accrued and unpaid interest and all other sums due under the Note and other Loan Documents relating to the Released Property; (iii) the Prepayment Consideration (as defined in the Note relating to the Released Property) and all other charges payable in connection with a prepayment of such Note; and (iv) the Prepayment Consideration (as defined in the applicable Note), all accrued and unpaid interest and all other charges payable in connection with a prepayment of such Note or Notes being prepaid (as determined by Lender in accordance with clause (i) above) with the excess above the amounts required to be paid in connection with a prepayment of the Note relating to the Released Property. Notwithstanding the above, if the Released Property is being sold to an independent third party ("Purchaser") and if the Lender, in its sole and absolute discretion agrees to permit the Purchaser to assume the Loan on the Released Property, the Borrowing Party shall pay to Lender (i) twenty-five percent of the principal balance of the Loan relating to the Released Property, it being understood and agreed that any excess above the amounts required to be paid in connection with a prepayment of the Note relating to the released Property shall be deposited in the Additional Collateral Account and (ii) all accrued and unpaid interest and all other sums due when the Second Borrower Note and other Loan Documents relating to the Released Property.

(vi) Borrower shall have paid all of Lender's costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, in connection with the release of the Released Property.

(b) Upon Lender's acceptance and application of the Release Price and the satisfaction of the other conditions set forth in subparagraph (a) above for the release of the Released Property, the security interests and liens of Lender under this Agreement and the Loan Documents relating to the Released Property shall be released from the Released Property, and Lender will execute and deliver any agreements reasonably requested by the Borrowing Parties either to release and terminate or to assign, at the Borrowing Parties' option, the lien of the related Security Instrument as to the Released Property; provided, however, that such release and termination or assignment shall be without recourse to Lender and made without any representation or warranty. Upon the release and termination or assignment of Lender's security interests and liens under the Security Instrument and the other Loan Documents relating to the Released Property, all references in this Agreement relating to the Released Property shall be deemed deleted.

6. **Default.** Any default by any of the Borrowing Parties in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the First Borrower

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Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents (as the term "Event of Default" is defined therein).

7. **Further Assurances.** The Borrowing Parties agree to execute and deliver any further documents and instruments as Lender may require to effectuate the Cross-Collateralization contemplated hereby. The Borrowing Parties 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 Properties from the Cross-Collateralization, and each agrees to execute and deliver such documents as Lender may require in connection therewith.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal law of the State of Illinois; provided, however, that the provisions of this Agreement relating to the creation, perfection and enforcement of the liens and security interests created by the Security Instruments in respect of each Property and the exercise of each remedy provided thereby, including, without limitation, the power of foreclosure or power of sale procedures set forth in the Security Instruments, shall be governed by and construed in accordance with the internal law of the state where each Property is located.

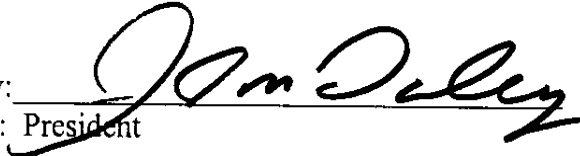
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

## FIRST BORROWER:

1330 West 43rd L.L.C., an Illinois limited liability company

By: 1330 W. 43<sup>rd</sup> Corp., an Illinois corporation  
Its: Manager

By:   
Its: President

## SECOND BORROWER:

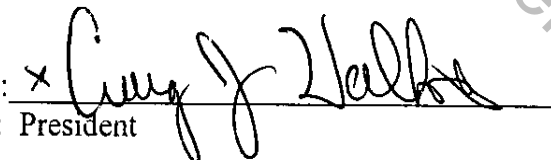
7200 LEAMINGTON L.L.C., an Illinois limited liability company

By: 7200 Corp., an Illinois corporation  
Its: Manager

By:   
Its: President

CJW I, L.L.C., a Delaware limited liability company

By: CJW I Corp., an Illinois corporation  
Its: Managing Member

By:   
Its: President

SIGNATURES CONTINUED ON NEXT PAGE



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**THIRD BORROWER:**

2201 LUNDT L.L.C., an Illinois limited liability company

By: 2201 Corp., an Illinois corporation  
Its: Manager

By: *John M. Daley*  
Its: President

**FIRST INDEMNITOR:**

*Guy F. Ackermann*  
GUY F. ACKERMANN

**SECOND INDEMNITOR:**

*John M. Daley*  
JOHN M. DALEY

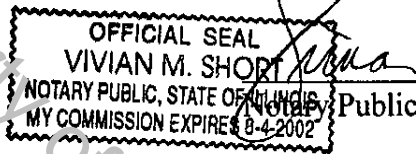
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, VIVIAN M. SHORT, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JOHN M. DALEY as President of 1330 W. 43<sup>rd</sup> Corp., an Illinois corporation, the manager of 1330 West 43<sup>rd</sup> L.L.C., an Illinois limited liability company, who is 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 1999.



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, VIVIAN M. SHORT, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JOHN M. DALEY as President of 7200 Corp., an Illinois corporation, the manager of 7200 Leamington L.L.C., an Illinois limited liability company, an Illinois limited liability company who is 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 1999.

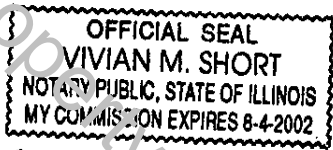


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

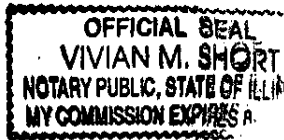
I, VIVIAN M. SHORT a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JOHN M. DALRY as President of 2201 Corp., an Illinois corporation, the manager of 2201 Lundt L.L.C., an Illinois limited liability company, an Illinois limited liability company who is personally 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>RD</sup> day of JUNE, 1999.



Vivian M. Short  
Notary Public

Colorado  
STATE OF ILLINOIS )  
 ) SS.  
Adams  
COUNTY OF ~~COOK~~



I, CAROLYN SIDERS Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Craig J. Walker as President of CJW I Corp., an Illinois corporation, the manager of CJW L.L.C., a Delaware limited liability company, an Illinois limited liability company who is 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>ND</sup> day of June, 1999.

Carolyn Siders  
Notary Public  
My Commission Expires 12/20/2002

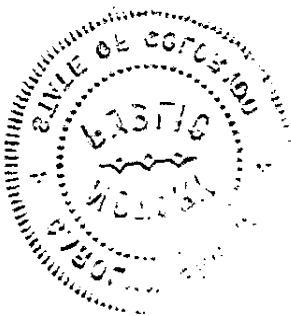


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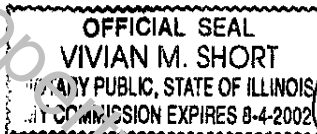
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Vivian M. Short, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Guy Ackermann who is 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 1999.

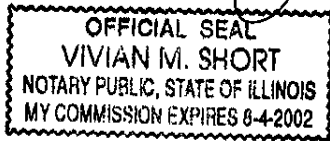


Vivian M. Short  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Vivian M. Short, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that John Daley who is 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 the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of JUNE, 1999.



Vivian M. Short  
Notary Public

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## EXHIBIT A-1

### Description of the First Borrower Property

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## EXHIBIT A

A PARCEL OF LAND COMPRISED OF A PART OF BLOCK 5 AND OF THE 32 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 5, TOGETHER WITH THE SOUTH 1/2 OF THE EAST AND WEST 30 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID BLOCK 5 AND SAID 32 FOOT STRIP OF LAND, AND PART OF THE NORTH AND SOUTH 100 FOOT PRIVATE STREET KNOWN AS PACKERS AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF SAID BLOCK 5 AND THE SOUTH 1/2 OF SAID EAST AND WEST 30 FOOT PRIVATE ALLEY, ALL IN PACKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE PRIVATE ALLEY 30 FEET WIDE LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 5 IN SAID PACKER'S ADDITION, WITH A NORTHWARD EXTENSION OF A LINE WHICH IS 17 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 5 AND RUNNING THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID PARALLEL LINE, A DISTANCE OF 384.39 FEET TO A POINT WHICH IS 64.00 FEET NORTH FROM THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 33.91 FEET TO A POINT WHICH IS 7.00 FEET EAST FROM THE WEST LINE OF SAID BLOCK 5, AND 40.00 FEET NORTH FROM THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID NORTHWEST 1/4 OF SECTION 5 (SAID NORTH LINE BEING ALSO THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID BLOCK 5), A DISTANCE OF 423.19 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE STRIP OF LAND, 32.00 FEET WIDE, LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 5; THENCE NORTH ALONG THE EAST LINE OF SAID 32 FOOT STRIP OF LAND, AND ALONG A NORTHWARD EXTENSION THEREOF, A DISTANCE OF 408.45 FEET TO AN INTERSECTION WITH AN EASTWARD EXTENSION OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE PRIVATE ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID BLOCK 5; AND THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID PRIVATE ALLEY AND ALONG A WESTWARD EXTENSION THEREOF, A DISTANCE OF 446.47 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-05-114-007-0000

Commonly Known As: 1330 West 43rd Street, Chicago, IL

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## EXHIBIT A-2

### Description of the Second Borrower Property

Property of Cook County Clerk's Office

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KSTAHS443<sup>RD</sup>CROSS  
COLLATERAL AGR 3

A-2

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EXHIBIT A

THAT PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 175 FEET OF SAID NORTHEAST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTHEAST 1/4, AND PASSING THROUGH SAID NORTH LINE 2286.59 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG SAID RIGHT ANGLE LINE, 824 FEET; THENCE WEST AT RIGHT ANGLES, 646 FEET; THENCE NORTH AT RIGHT ANGLES, 680.49 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, AND TANGENT WITH THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 209.47 FEET, A DISTANCE OF 158.10 FEET TO THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 AFORESAID; THENCE EAST ALONG SAID LINE AND ALSO ALONG THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHEAST 1/4 AFORESAID, 702.88 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT NO. 22442473 AND FURTHER EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 175 FEET OF SAID NORTHWEST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTHWEST 1/4, AND PASSING THROUGH SAID NORTH LINE 2,989.47 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 209.47 FEET TO ITS POINT OF INTERSECTION WITH A WESTERLY CURVED LINE OF THE 25 FOOT STRIP OF LAND CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT 22442473; THENCE NORTHEASTERLY ALONG SAID CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 240.01 FEET TO ITS POINT OF INTERSECTION WITH THE SAID SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 OF SECTION 28; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

P.I.N.: 19-28-101-030-0000 and 19-28-200-022-0000

Common Known As: 7200 Leamington Street, Bedford Park, IL

99623155

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## EXHIBIT A-3

### Description of the Third Borrower Property

Property of Cook County Clerk's Office

99623155

EXHIBIT A  
**UNOFFICIAL COPY**

THE WEST 516.68 FEET OF LOT 13 IN CENTEX INDUSTRIAL PARK UNIT NO. 3, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1959 AS DOCUMENT 17525861 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR 1858615, IN COOK COUNTY, ILLINOIS.

P.I.N.: 08-35-202-022-0000

Commonly Known As: 2201 Lunt, Elk Grove Village, Illinois

99623155

Property of Cook County Clerk's Office