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MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (Cook County, Illinois)

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of the 1st day of May, 1990, between EARLE M. JORGENSEN COMPANY, a Delaware corporation ("Borrower"), whose principal place of business is 10700 Alameda Street, Lynwood, California 90262 and SECURITY PACIFIC NATIONAL BANK, a national banking association, ("SPNB") as agent and representative for SPNB and the banks and financial institutions that are or may become parties to the Credit Agreement (defined below) ("Lender"), whose address is 555 Anton Boulevard, Suite 900, Costa Mesa, California 92626, Attn: Manager Orange County Division, California Commercial Group Re: Earle M. Jorgensen Co.

Capitalized Terms not defined herein shall have the meaning ascribed to them in that certain Senior Secured Credit Agreement dated as of March 19, 1990 among EMJ New Holding, Inc., a Delaware corporation ("Holding"); EMJ Holding, Inc., a Delaware corporation ("EMJH"); EMJ Acquisition, Inc., a Delaware corporation ("Merger Co."); and Lender, as such document may be amended, extended or renewed (the "Credit Agreement"). All terms and conditions of the Credit Agreement are hereby incorporated herein by reference. In the event any of the terms, conditions, or provisions set forth herewith are ambiguous when read with or contradict any of the terms, conditions or provisions set forth in the Credit Agreement, the terms, conditions and provisions of the Credit Agreement shall govern.

1157N
4/10/90
H82011-01162
Illinois/No. 9

PREPARED BY AND
AFTER RECORDING MAIL TO:

P.I.N. 07-33-400-035
07-33-400-036

Gibson, Dunn & Crutcher
800 Newport Center Drive, Suite 500
Newport Beach, CA 92660
Attention: Shelley C. Wilson, Esq.

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JK:
OK
Key Joe
88-1900-268
2-21-91 Description of lots, property on city # 1223893 and other property by key Joe
provision notes not required by Joe

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For purposes of this mortgage, fixtures shall be deemed to include, to the full extent allowed by law, all of Borrower's right, title and interest in and to all equipment and machinery now or at any time hereafter located or included in or on or appurtenant to the property and used in connection therewith and which are or become so related to the real property encumbered hereby that an interest arises in them under real estate law including, but not limited to: all machinery, equipment (including without limitation pipes, furnaces, conveyors, drums, fire sprinklers and alarm systems, and air conditioning, heating, refrigerating, electronic monitoring, food storage, food processing, trash and garbage removal and maintenance equipment), office equipment, all built-in tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, all safes, furnishings, appliances (including iceboxes, refrigerators, fans, heaters, water heaters and incinerators), rugs, carpets and other floor coverings, draperies and drapey rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures.

TOGETHER WITH, all of Borrower's right, title and interest in and to any and all buildings and improvements now or hereafter erected on the land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements"). The land and improvements are referred to collectively as the "Property".

GRANTING CLAUSE TWO
[Improvements]

The real property, located in the City of Schaumburg, County of Cook, State of Illinois, described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Land"), The Land and certain improvements located thereon are also commonly known as 1900 Mitchell Boulevard, Schaumburg, Illinois.

GRANTING CLAUSE ONE
[Land]

BORROWER HEREBY GRANTS, TRANSFERS, CONVEYS AND ASSIGNS TO LENDER, for the benefit and security of Lender, under and subject to the terms and conditions hereinafter set forth:

THIS MORTGAGE secures certain obligations of Borrower, and is intended to become effective solely on and after consummation of the transactions contemplated by the Acquisition. In connection with the Merger, Borrower is assuming all obligations of Merger Co. under the Credit Agreement.

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TOGETHER WITH, all right, title and interest of Borrower, now owned or hereafter acquired, in and to any land

GRANTING CLAUSE EIGHT
[Street Right-of-Way, etc.]

TOGETHER WITH, all of Borrower's right, title and interest in and to all easements, rights-of-way and rights used in connection therewith or as a means of access thereto or which are otherwise of benefit thereto to the users thereof, and all tenements, hereditaments and appurtenances thereof and thereto.

GRANTING CLAUSE SEVEN
[Easements, etc.]

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the property.

GRANTING CLAUSE SIX
[All Additional Interest]

TOGETHER WITH, all right, title and interest of Borrower in and to all options to purchase or lease the property or any portion thereof or interest therein, and any greater estate in the property owned or hereafter acquired by Borrower, subject to the terms of this Mortgage.

GRANTING CLAUSE FIVE
[Options to Purchase, etc.]

TOGETHER WITH, all leasehold estate, right, title and interest of Borrower in and to all leases or subleases covering the property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

GRANTING CLAUSE FOUR
[Leases, including Deposits and Advance Rentals]

TOGETHER WITH, all of Borrower's right, title and interest in and to all rents, issues, profits, royalties, income and other benefits derived from the property (collectively the "rents"), subject to the right, power and authority hereinafter given to Borrower to collect and apply such rents.

GRANTING CLAUSE THREE
[Rents, etc.]

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TOGETHER WITH, all of Borrower's right, title and interest in and to all deposits or other security or advance

GRANTING CLAUSE ELEVEN
[Deposits and Advance Payments of Insurance, Utilities, etc.]

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, which Borrower now has or may hereafter acquire in any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages, subject to the terms of this Mortgage.

GRANTING CLAUSE TEN
[Condemnation Awards, etc.]

TOGETHER WITH all right, title and interest of Borrower in all tangible personal property and goods, whether constituting or classified as inventory, equipment, or otherwise and specifically including, without limitation, any and all fixtures and goods which are or are to become fixtures on the Property, that are now or in the future owned by Borrower and used in the operations or occupancy of the Property or in any development of the Property, but which do not constitute real property including but not limited to, all fixtures, any goods to be or become fixtures, appliances, furniture and furnishings, machinery, building service equipment and building materials, supplies and equipment, office equipment, machine tools, apparatus, supplies, materials, trade fixtures, boilers, equipment (including without limitation all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the removal of dust, refuse or garbage), partitions, appliances, ranges, refrigerators, cabinets, laundry equipment, radios, televisions, awnings, window shades, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment and incinerators, and all vehicles and accessories, tools, appurtenances, dies, jigs, chateaus and parts.

GRANTING CLAUSE NINE
[Personal Property]

lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property.

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TOGETHER WITH, all rights, title, interest or other claim of Borrower to all general intangibles relating to the development, operation, use, or enjoyment of the Property, or the management and operation of any business thereon, including but not limited to all governmental permits relating to construction on or use of the Property, all names under or by which the Property or any of the improvements may at any time be operated or known and all rights to carry on business under any such names or any variant thereof, all trademarks and goodwill in any way relating to the Property, all management agreements, service contracts, supply contracts or other contracts or agreements relating in any manner or to any extent to the Property or any part thereof and all warranties relating to covering or arising in respect of or in connection with the Property or any part thereof.

GRANTING CLAUSE FOURTEEN
[Intangibles, etc.]

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Borrower now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Mortgaged Property, including without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the improvements and damage resulting therefrom.

GRANTING CLAUSE THIRTEEN
[Claims for Damages, etc.]

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Borrower now has or may hereafter acquire with respect to the proceeds of insurance in affect with respect to all or any part of the Mortgaged Property, subject to the terms of this Mortgage.

GRANTING CLAUSE TWELVE
[Insurance Proceeds]

payments including rental payments made by or on behalf of Borrower to others with respect to (i) insurance policies relating to all or any part of the Mortgaged Property, (ii) utility service for all or any part thereof, (iii) cleaning, maintenance, repair, or similar services for all or any part of the Mortgaged Property, (iv) refuse removal or sewer service for all or any part of the Mortgaged Property, (v) rental of equipment, if any, used in the operation by or on behalf of Borrower of all or any part of the Mortgaged Property, and (vi) parking or similar services or rights afforded to all or any part of the Mortgaged Property.

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TOGETHER WITH, all substitutions, renewals, improvements, attachments, accessions, additions and replacements to any of the foregoing.

GRANTING CLAUSE NINETEEN
[Substitutions, etc.]

TOGETHER WITH, all damages, royalties and revenue of every kind, nature and description whatsoever that Borrower may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property.

GRANTING CLAUSE EIGHTEEN
[Oil, Gas and Mineral/Damages, Royalties, Revenue, etc.]

TOGETHER WITH, all Borrower's right, title and interest in and to all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into respecting the sale to any purchasers of any part of the Property, together with all deposits and other proceeds of the sale thereof.

GRANTING CLAUSE SEVENTEEN
[Agreements, etc.]

TOGETHER WITH, all Borrower's right, title and interest in and to all plans and specifications prepared for construction of improvements on the Property, or any part thereof, and all studies, data and drawings related thereto, including, without limitation, all studies, data or reports relating to toxic or hazardous wastes or materials located on the Property, and all contracts and agreements of Borrower relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of improvements on the Property, or any part thereof.

GRANTING CLAUSE SIXTEEN
[Plans, Studies, etc.]

TOGETHER WITH, all Borrower's right, title and interest in and to all water stock relating to the Property, or any part thereof, all shares of stock or other evidence of ownership of any part of the Property that is owned by the Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.

GRANTING CLAUSE FIFTEEN
[Water Stock, etc.]

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c. Performance of all Senior Secured Obligations of Borrower under the Credit Agreement, the Note, the Loan Documents (other than those pertaining to the Mortgage Term

b. Payment of all sums advanced by Lender to protect the Mortgaged Property, with interest thereon at the lesser of the rate of interest payable under the Term Note plus two percent (2%) per annum or the maximum rate permitted to be contracted for by applicable law (hereinafter, the "Default Rate").

a. Payment of indebtedness in the aggregate amount of Three Hundred Thirty-Two Million Dollars (\$332,000,000), or such lesser amount as may be outstanding, with interest thereon, evidenced by the Eurodollar Rate Senior Term Loan Note(s) and the Prime Rate Senior Term Loan Note(s) and due on March 31, 1997 each of even date herewith (collectively referred to as the "Term Note") and the Prime Rate Revolving Note(s) and the Eurodollar Rate Revolving Note(s), each of even date herewith and due on March 1, 1992 (collectively referred to as the "Revolving Note", which with the Term Note shall be collectively referred to herein as the "Note") executed by Borrower, which have been delivered to and are payable to the order of Lender, and which by this reference are hereby made a part hereof, and any and all modifications, extensions and renewals thereof or substitutions therefor.

FOR THE PURPOSE OF SECURING:

The entire estate, property and interest hereby conveyed may hereafter be referred to as the "Mortgaged Property." All portions of the Mortgaged Property not classified as real property under applicable law may be referred to herein as the "Personal Property".

TOGETHER WITH, all Borrower's right, title and interest in and to all collections, proceeds, insurance proceeds and products of any of the foregoing, including without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all documents, instruments, general intangibles, goods, equipment, inventory, chattel paper, monies, accounts, deposit accounts and other personal property which may arise from the sale or disposition or any of the foregoing, all guarantees of and security for any of the foregoing, and all books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof, relating to any of the foregoing.

GRANTING CLAUSE TWENTY [Proceeds, Documents, Computer Records, etc.]

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Loan), and obligations of the Borrower hereunder, or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby, and any and all modifications, extensions, and renewals thereof or substitutions therefor.

d. Payment of all other sums, with interest thereon, which may hereafter be loaned to Borrower, or its successors or assigns, by Lender, when evidenced by a promissory note or notes specifically reciting that they are secured by this Mortgage.

This Mortgage, the Note, the Credit Agreement, and any other instrument given to evidence or further secure the payment and performance of any Senior Secured Obligations secured hereby may hereafter be referred to as the "Loan Instruments."

TO HAVE AND TO HOLD the Mortgaged Property, unto the Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Mortgaged Property as provided in Section 4.02, after the occurrence of any event of default as defined in Section 1.01 hereof; Borrower hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the state of Illinois.

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the indebtedness and shall timely perform and observe all of the provisions herein and in the Note and the other Loan Documents provided to be performed and observed by the Borrower, then its Mortgage and the interest of Lender in the Mortgaged Property shall become void but shall otherwise remain in full force.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF BORROWER

Borrower hereby covenants and agrees:

1.01 Payment of Senior Secured Obligations. To pay when due (a) the principal of, and the interest on, the indebtedness evidenced by the Note, and (b) all other Senior Secured Obligations as defined in the Credit Agreement.

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1.02 Maintenance, Repair, Alterations. To keep the Mortgaged Property in good condition and repair (ordinary wear and tear excepted and except as provided in Section 1.05(c)); demolish or substantially alter any of the improvements except such alterations (a) required by laws, ordinances or regulations or (b) reasonably necessary to Borrower's business operations which do not materially adversely affect the value of the Mortgaged Property or (c) required by the terms of leases of the Mortgaged Property or (d) which will cost less than Two Hundred Fifty Thousand Dollars (\$250,000) to complete or (e) which are approved by Lender, which approval shall not be unreasonably withheld, delayed or conditioned; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and, except as otherwise provided herein, promptly restore in like manner any improvement which may be damaged or destroyed thereon, and to pay in accordance with Section 1.15 below all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements, except to the extent that failure to comply therewith would not have a material adverse effect on the business, assets, prospects, properties, results of operation or financial condition of Borrower; not to commit or permit any waste or deterioration of the Mortgaged Property, to keep and maintain, to the extent required by law or contract, abutting grounds, sidewalks, roads, parking and landscape areas, which are associated with the Property, in good condition and repair (ordinary wear and tear excepted); not to commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation, except to the extent that failure to comply therewith would not have a material adverse effect on the business, assets, prospects, properties, results of operation or financial condition of Borrower.

1.03 Required Insurance. Borrower shall, at its sole cost and expense, obtain, maintain and keep in force:

(a) Insurance as required by Section 5.06 of the Credit Agreement; and

(b) Such other insurance, and in such amounts, as may from time to time be reasonably required by Lender against the same or other hazards. All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Borrower which might otherwise result in forfeiture of said insurance and the

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(a) That after the happening of any casualty to the Mortgaged Property or any part thereof which will cost in excess of Two Hundred Fifty Thousand Dollars (\$250,000) to repair, Borrower shall give prompt written notice thereof to Lender.

1.05 Insurance Proceeds.

Borrower shall be entitled to no interest thereon. Lender may commingle said reserve with its own funds and or to be obligated to pay any amounts in excess of the amount herein shall cause Lender to be deemed a trustee of said funds with Lender. Notwithstanding the foregoing, nothing contained shall immediately deposit an amount equal to such deficiency subsequently be due, Lender shall notify Borrower and Borrower or will be insufficient to pay such amounts as may then or any time and for any reason the funds deposited with Lender are thereunder out of the funds so deposited with Lender. If at Section 1.04, Lender shall pay such amounts as may be due has deposited sufficient funds with Lender pursuant to this bills, statements or other documents, and providing Borrower to be sent or mailed directly to Lender. Upon receipt of such or other documents relating to the foregoing insurance premiums event, Borrower further agrees to cause all bills, statements of the estimated aggregate annual insurance premiums on all Lender in monthly installments, an amount equal to one-twelfth of an Event of Default hereunder, Borrower shall deposit with this Mortgage. At the request of Lender during the continuance by Borrower the amount of all such premiums shall be secured by promptly upon demand by Lender, and until such payment is made Lender's interest, and Borrower will pay all premiums thereon insurance or single-interest insurance for such risks covering insurance required by this Section, Lender may procure such in force or deliver and furnish to Lender the policies of In the event Borrower fails to provide, maintain, keep

1.04 Delivery of Policies. That all policies of insurance shall be issued by sound and reputable insurance companies satisfactory to Lender. All policies of insurance shall comply with Section 5.06 of the Credit Agreement, and any renewal or substitute policies to Lender as provided in Section 5.06 of the Credit Agreement.

Further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Borrower, and the further agreement of the insurer that its liability to Lender will not be affected by acts outside of Lender's control.

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(2) After the conditions of subclause (1) of this Section 1.05(c) have been satisfied, net insurance proceeds received on account of any damage to or destruction of the property or any part thereof shall, unless an event of Default has occurred and is continuing, be paid to Borrower or as Borrower may direct, from time to time as Restoration progresses, to pay (or reimburse Borrower for) the cost of Restoration. Such payment shall be made only upon written request of Borrower, accompanied by evidence reasonably

(1) Borrower shall furnish to Lender evidence reasonably satisfactory to Lender of the total cost of restoration, replacement or rebuilding of the improvements as nearly as possible to its value, condition, and character immediately prior to such damage or destruction (such restoration, replacement and rebuilding, together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration"). Lender shall hold all insurance proceeds received by Lender pursuant to Section 1.05(b) above until such time as Borrower shall provide Lender with satisfactory evidence that Borrower has available the total amount of money which, when added to the insurance proceeds on hand, shall be sufficient to pay the cost of such Restoration.

(c) If Borrower shall reasonably determine, with the consent of Lender in writing if the Restoration (as defined below) will cost in excess of \$250,000, which consent shall not be unreasonably withheld, that any damage or destruction may be restored, replaced or rebuilt without impairment of Lender's security hereunder, insurance proceeds received by Borrower or by Lender on account of any damage to or destruction of the improvements or any part thereof (less the costs, fees and expenses incurred by the Lender in the collection thereof, including without limitation adjuster's fees and expenses and attorneys' fees and expenses) shall be applied as follows:

(b) In the event of any damage or destruction of all or any part of the improvements, all proceeds of insurance in excess of \$250,000 per occurrence shall be payable to Lender, and Borrower hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. Lender is hereby empowered by Borrower to settle, adjust or compromise any claims in excess of \$250,000 per occurrence for loss, damage or destruction under any policy or policies of insurance, which settlement, adjustment or compromise shall be reasonably satisfactory to both Borrower and Lender. Borrower shall have the right to settle, adjust or compromise any claims less than \$250,000 per occurrence for loss, damage or destruction under any policy or policies of insurance.

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satisfactory to Lender to the effect that the amount requested has been paid or is then due and payable and is properly a part of such cost and upon evidence reasonably satisfactory to Lender that there are no mechanic's or similar liens for labor or materials supplied in connection with such Restoration to date, except those being contested as provided in Section 1.15 and those discharged by the disbursement of the requested Restoration funds, or that such have been adequately provided for to Lender's reasonable satisfaction and that the balance of said proceeds after making the payment requested will be sufficient to pay the balance of the cost of Restoration and upon other terms and conditions customarily imposed by Lender upon the disbursement of construction loan proceeds to similarly situated borrowers in the general area in which the property is located. Upon receipt by Lender of evidence reasonably satisfactory to it that Restoration has been completed and the cost thereof paid in full, and that there are no mechanic's or similar liens for labor or materials supplied in connection therewith, except those being contested as provided in Section 1.15, the balance, if any, of such proceeds shall be paid over to Borrower for such use as Borrower may determine.

(3) Notwithstanding the foregoing, if Borrower fails to cause Restoration to be commenced within sixty (60) days following Lender's approval of the evidence provided pursuant to subsection (1), or Borrower fails to proceed diligently to complete such Restoration in a diligent and efficient manner and Lender reasonably determines that such failure has continued uncured for more than thirty (30) days following notice of such failure to Borrower, then Lender without notice to Borrower shall be entitled at its option in its sole discretion, to apply all or any part of the insurance proceeds and other sums held by it (1) to the indebtedness secured hereby and in such order as Lender may determine, or (11) to the Restoration, including without limitation payment in Lender's discretion of unpaid bills incurred by Borrower or claimed to be incurred by Borrower or on its behalf in connection therewith, or (111) to Borrower.

(d) Except to the extent that insurance proceeds are received by Lender and applied to the indebtedness secured hereby and except as provided herein, nothing herein contained shall be deemed to excuse Borrower from repairing or maintaining the mortgaged property as provided in Section 1.02 hereof or restoring all damage or destruction to the mortgaged property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Lender of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

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(a) Borrower agrees to pay prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the mortgaged property, which are assessed or imposed upon the

1.07 Taxes and Impositions.

(c) All sums payable by Borrower hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Borrower hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the mortgaged property or any part thereof; (ii) any restriction or prevention of or interference with any use of the mortgaged property or any part thereof; (iii) any title defect or encumbrance or any eviction from the property or the improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lender, or any action taken with respect to this mortgage by any trustee or receiver of Lender, or by any court, in any such proceeding; (v) any claim which Borrower has or might have against Lender; (vi) any default or failure on the part of Lender to perform or comply with any of the terms hereof or of any other agreement with Borrower; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Borrower shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Borrower waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Borrower.

(b) Borrower waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss or damage to Borrower, the mortgaged property, Borrower's property or the property of others under Borrower's control from any cause insured against or required to be insured against by the provisions of this mortgage.

(a) Borrower shall indemnify, defend and hold Lender harmless from all liability pursuant to the terms of Section 9.02 of the Credit Agreement as if said provision was fully set forth herein.

1.06 Indemnification; Subrogation; Waiver of Offset.

(d) At the request of Lender during the continuance of any Event of Default hereunder, Borrower shall

evidencing the payments thereof. authority, or other proof reasonably satisfactory to Lender, Borrower, official receipts of the appropriate taxing date upon which any such imposition is due and payable by Lender, to furnish Lender within thirty (30) days after the of this Section 1.07, Borrower covenants, if requested by

(c) Subject to the provisions of subsection (a)

obligations secured hereby. excess profits or similar tax levied on Lender or on the obligation to pay any franchise, estate, inheritance, income, contrary herein notwithstanding, Borrower shall have no with respect to the payment of impositions. Anything to the Borrower shall pay and discharge the same as herein provided term "impositions" as defined in subsection (a) hereof, and assessments or fees shall be deemed to be included within the outstanding obligations secured hereby, then all such taxes, measured by or based in whole or in part upon the amount of the (ii) a license fee, tax or assessment imposed on Lender and payable by Borrower pursuant to subparagraph (a) hereof, or Mortgaged Property in lieu of or in addition to the impositions shall be assessed or imposed (i) a tax or assessment on the (b) It at any time after the date hereof there

imposition prior to final determination of such proceedings. the Mortgaged Property, or any part thereof, to satisfy such proceedings shall conclusively operate to prevent the sale of demonstrate to Lender's reasonable satisfaction that the legal contest and the amount of such reserve; and (iv) Borrower shall Borrower; (iii) Borrower notifies Lender in writing of such accepted accounting principles shall have been made therefor by other appropriate provisions as may be required by generally reasonably satisfactory evidence to Lender that any reserves or and by appropriate proceedings; (ii) Borrower provides of such imposition is being contested by Borrower in good faith discharge any imposition so long as (i) the validity or amount or similar proceedings have commenced, Borrower need not pay or interest. Unless and until foreclosure, distraint, levy, sale thereto for the nonpayment of any such installment and due and before any time, penalty, interest or cost may be added balance of such imposition in installments as the same become pay the same together with any accrued interest on the unpaid option of the taxpayer be paid, in installments, Borrower may that it, by law, any such imposition is payable, or may at the hereinafter referred to as "impositions"; provided, however, assessments and other governmental charges of like nature are thereof, or upon any Personal Property, (all of which taxes, or may create a lien upon the Mortgaged Property, or any part Mortgaged Property, or become due and payable, and which create

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make monthly payments to Lender, in an amount equal to one-twelfth of the annual impositions reasonably estimated by Lender to pay the installment of taxes next due on the Mortgaged Property. In such event Borrower further agrees to cause all bills, statements or other documents relating to impositions to be sent or mailed directly to Lender or such person as Lender shall designate. Upon receipt of such bills, statements or other documents, and providing Borrower has deposited sufficient funds with Lender pursuant to this Section 1.07, Lender shall pay such amounts as may be due thereunder out of the funds so deposited with Lender. If at any time and for any reason the funds deposited with Lender are or will be insufficient to pay such amounts as may then or subsequently be due, Lender shall notify Borrower and Borrower shall immediately deposit an amount equal to such deficiency with Lender. Notwithstanding the foregoing, nothing contained herein shall cause Lender to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Lender pursuant to this Section 1.07. Lender shall not be obliged to pay or allow any interest on any sums held by Lender pending disbursement or application hereunder, and Lender may impound or reserve for future payment of impositions such portion of such payments as Lender may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Borrower fail to deposit with Lender (exclusive of that portion of said payments which has been applied by Lender on the principal or interest on the indebtedness relating to the Senior Secured Obligations secured by the Loan Instruments) sums sufficient to fully pay such impositions at least thirty (30) days before delinquency thereof, Lender may, at Lender's election, but without any obligation to do so, advance any amounts required to make up the deficiency which advances, if any, shall be secured hereby and shall be repayable to Lender as herein elsewhere provided, or at the option of Lender the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Borrower secured hereby. Should any Event of Default have occurred and be continuing, Lender may, at any time at Lender's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Mortgaged Property or otherwise, upon any indebtedness or obligation of the Borrower secured hereby in such manner and order as Lender may elect. The receipt, use or application of any such sums paid by Borrower to Lender hereunder shall not be construed to affect the maturity of any indebtedness secured by this Mortgage or any of the rights or powers of Lender under the terms of the Loan Instruments or any of the obligations of Borrower and/or any guarantor under this Loan Instrument.

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1.10 Actions by Lender to Preserve Mortgaged Property. During the continuance of any Event of Default under any of the Loan Instruments pertaining to the Senior Secured Obligations, Lender, in its own discretion, without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation may make any payment or perform any act provided in such loan instrument in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Lender shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Property; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Property which they or either of them may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appear to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other

1.09 Actions Affecting Mortgaged Property. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Lender; and to pay all costs and expenses, including cost of evidence of title (not paid by the title company insuring the lien of this Mortgage) and attorneys' fees, in any such action or proceeding in which Lender may appear.

1.08 Utilities. To pay prior to delinquency all utility charges which are incurred by Borrower for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon. Borrower shall have the right to contest in good faith the validity of any such tax, charge or assessment by appropriate proceedings provided that adequate reserves or other appropriate provisions are being maintained in accordance with generally accepted accounting principles.

(e) Borrower covenants and agrees not to initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien.

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1.13 Successors and Assigns. That this Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators,

1.12 Additional Security. That in the event Lender at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same in accordance with the provisions of the security agreement governing such security, at its option, either before or concurrently herewith or after a sale is made hereunder.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, all proceeds therefrom shall, except as set forth in the Credit Agreement, be applied in the same manner and subject to the same limitations as set forth in Section 1.05(c) hereof concerning insurance proceeds. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(a) Lender shall be entitled to all compensation, awards, damages, rights of action and proceeds and other payments or relief therefor (the "Proceeds") in excess of \$250,000 per occurrence, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Lender shall also be entitled to make any compromise or settlement in connection with such taking or damage, which compromise or settlement shall be reasonably satisfactory to Borrower and Lender. Borrower shall be entitled to commence, appear in and prosecute in its own name any action or proceeding and may make any compromise or settlement in connection with such taking or damage if the proceeds are less than \$250,000 per occurrence. The Proceeds in excess of \$250,000 are hereby assigned to Lender and Borrower agrees to execute such further assignments of the Proceeds as Lender may require, as provided above.

1.11 Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Borrower receive any notice or other written information regarding such proceeding, Borrower shall give prompt written notice thereof to Lender.

necessary or desirable consultants. Borrower shall, promptly upon demand therefor by Lender, pay all costs and expenses incurred by Lender in connection with the exercise by Lender of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

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executors, successors and assigns. The term "Lender" shall mean the owner and holder of the Note, whether or not named as Lender herein.

1.14 Inspections. That Lender, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property upon reasonable notice (except in an emergency) for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.15 Liens. Except for liens described in Section 6.01 of the Credit Agreement, to pay and promptly discharge, at Borrower's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet overdue for a period of more than thirty (30) days. Borrower shall have the right to contest in good faith the validity of any such lien, encumbrance or charge by appropriate proceedings, provided, that adequate reserves or other appropriate provisions are being maintained in accordance with generally accepted accounting principles and provided further that Borrower shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Borrower shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.16 Lender's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the property not then or heretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) with the consent of Borrower, extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

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(a) Borrower shall not cause the existence and shall not cause or permit the commission by Borrower, its agents, employees, contractors, or invitees, and shall use its best efforts to prevent the commission by any other person, of a violation of any Environmental Requirements (as defined in Article VI hereof) upon or beneath the Property or any portion thereof such as would have a Material Adverse Effect. This covenant shall not prevent Borrower from contesting in good

1.20 Environmental Covenants. That Borrower shall at all times comply with the following requirements:

1.19 Easement and Other Agreements. That Borrower shall faithfully perform each and every material obligation assumed under any reciprocal agreement, easement agreement, operating agreement, parking agreement and/or other agreement affecting the Property or any portion thereof. If Lender so requests and if not prohibited by the terms of any such agreement Borrower's rights and interests under any such agreement shall be assigned to Lender.

(c) All costs and expenses (including reasonable attorneys' fees and disbursements and costs of settlement) incurred by Lender in any workout, restructuring or similar arrangements or after an event of default in connection with the protection, preservation, exercise or enforcement of any of the terms of the Credit Agreement or of its rights thereunder or under the Note, the Collateral Documents, this mortgage and all other loan instruments and instruments contemplated hereby and thereby, provided, however, that without impairing or otherwise affecting provisions in the Mortgage, this Section 1.19 shall not in any event extend to or include costs and expenses incurred by Lender that are included in the Specified Mortgage Loan Obligations.

(b) All other actual and reasonable out-of-pocket expenses incurred by Lender in connection with the negotiation, preparation, execution, delivery and administration of the Loan Instruments and any amendments, modifications and waivers hereto or thereto; and

(a) The reasonable fees, expenses and disbursements of counsel to Lender in connection with the negotiation, preparation, execution and delivery and administration of the Loan Instruments and any amendments, modifications and waivers hereto or thereto;

1.18 Expenses. Borrower agrees to pay on demand:

1.17 Financial Statements. Borrower will deliver to Lender all of the financial information required under the terms of the Credit Agreement.

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2.01 Assignment of Rents. Borrower hereby assigns and transfers to Lender all of Borrower's right, title and interest in and to all the rents, issues and profits of the mortgaged property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits. Borrower irrevocably appoints Lender, its true and lawful attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender) with or without taking possession of the mortgaged property as provided in Section 2.02 hereof, at the option of Lender at any time and from time to time to lease any portion of the mortgaged property to any party upon such terms as Lender may determine, and to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Borrower or Lender, for all such rents, issues and profits and apply the same to the

ARTICLE II
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

(d) If Borrower receives notice of any actual or alleged violation by Borrower of Environmental Requirements or any actual or alleged liability of Borrower for Environmental Damages in connection with the Property, which has or would have a Material Adverse Effect, Borrower shall promptly give notice to Lender, describing the actual or alleged violation or liability and providing copies of any documents asserting such actual or alleged violation or liability and any environmental reports pertaining to the same.

(c) Notwithstanding the obligation of Borrower to indemnify pursuant to Article VI of this Mortgage, Borrower shall, at its sole cost and expense, after exhaustion of all legal remedies deemed appropriate by Borrower, promptly take all actions required in writing to Borrower by any federal, state or local governmental agency or political subdivision necessitated by the presence upon or beneath the property of a Hazardous Material.

(b) Borrower shall not create or suffer to exist with respect to the Property any lien (excluding any Inchoate Lien) imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or similar state statute, except to the extent such lien arises in relation to matters for which Borrower is disputing its liability in good faith in compliance with Sections 1.15 and 1.20(a) herein.

faith the alleged application of any Environmental Requirements to any action or condition at the Property.

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3.02 Warranties, Representations and Covenants of Borrower. Borrower hereby warrants, represents and covenants as follows:

3.01 Creation of a Security Interest. Borrower hereby grants to Lender a security interest in the personal property located on or at the property, including without limitation any and all property of similar type or kind hereafter located on or at the property for the purpose of securing all obligations of Borrower contained in any of the loan instruments and all "fixtures" as defined in Section 3.02(h) below.

ARTICLE III SECURITY AGREEMENT

2.02 Collection Upon Default. During the continuance of any Event of Default under any of the Loan Instruments, Lender may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

Indebtedness secured hereby with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession pursuant to the provisions of Section 2.02 hereof; provided, however, that Borrower shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an Event of Default relating to the Senior Secured Obligations under any of the Loan Instruments. The assignment of the rents, issues and profits of the Mortgaged Property in this Article II is intended to be an absolute assignment from Borrower to Lender and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Borrower to Lender contingent only upon the occurrence and during the continuance of an Event of Default relating to the Senior Secured Obligations under any of the Loan Instruments.

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- (a) Except for the security interest granted hereby and except as provided in the Credit Agreement or in the other Loan Instruments, Borrower is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever other than as permitted by Section 6.01 of the Credit Agreement. Borrower will notify Lender of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) Except as provided in the Credit Agreement or in the other Loan Instruments, Borrower will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Lender.
- (c) The Personal Property is not used or bought for personal, family or household purposes but rather, is solely used for business purposes.
- (d) Borrower maintains a place of business in Illinois and Borrower will immediately notify Lender in writing of any change in its principal place of business as set forth in Section 5.07.
- (e) At the request of Lender, Borrower will join Lender in executing one or more financing statements and renewals and amendments thereto pursuant to the Uniform Commercial Code of the State of Illinois in form satisfactory to Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable.
- (f) All covenants and obligations of Borrower contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.
- (g) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of the State of Illinois.
- (h) This Mortgage is also a financing statement within the purview of Section 9-402(6) of the Uniform Commercial Code of the State of Illinois with respect to the Personal Property and a portion of the goods encumbered hereby are, or are to become, fixtures as that term is defined in Section 9-313 of the Uniform Commercial Code of the State of Illinois. For such purpose, the following information is set forth:

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(1) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Borrower and all others

(a) Remedies under the Uniform Commercial Code. Lender shall have the right to exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the State of Illinois, including, but not limited to:

4.02 Acceleration Upon Default. Additional Remedies. After all indebtedness secured hereby has been accelerated and becomes due and payable in accordance with Section 7.02 of the Credit Agreement, Lender may take any one or more of the following actions:

4.01 Events of Default. The occurrence of an "Event of Default" as defined in the Credit Agreement shall constitute an event of default ("Event of Default") hereunder.

ARTICLE IV
REMEDIES UPON DEFAULT

(1) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all leases between Borrower or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said leases, together with all of the right, title and interest of Borrower, as lessor thereunder.

(5) This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Mortgaged Property is located.

(4) The name of the record owner of the Land is Earle M. Jorgensen Company, a Delaware corporation; and

(3) This document covers goods which are or are to become fixtures;

(2) Name and Address of Secured Party:
Security Pacific National Bank
555 Anton Boulevard, Suite 900
Costa Mesa, California 92626

(1) Name and Address of Debtor:
Earle M. Jorgensen Company
10700 Alameda Street
Lynwood, California 90262

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(b) Remedies under the Mortgage Foreclosure Act. Lender shall have the right to foreclose the Lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101 et seq. (1987) (the "Act") and exercise any other remedies of Lender provided in the Note, this Mortgage, the other Loan Documents, or which Lender may have at law, at equity or otherwise. In any suit to foreclose the Lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of

(5) Unless the Personal Property is perishable or threatens to decline speedily in value or is of type customarily sold on a recognized market, Lender shall give Borrower at least five (5) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Borrower as provided in Section 5.07 hereof.

(4) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Lender may determine. Lender may be a purchaser at any such sale; and

(3) Require Borrower to assemble the Personal Property or any portion thereof, at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver such Personal Property to Lender, or an agent or representative designated by it. Lender and its agents and representatives shall have the right to enter upon any or all of Borrower's premises and property to exercise Lender's rights hereunder;

(2) Without notice to or demand upon Borrower, make such payments and do such acts as Lender may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or Lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

claiming under Borrower, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Borrower in respect to the Personal Property or any part thereof. In the event Lender demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Borrower promises and agrees to promptly turn over and deliver complete possession thereof to Lender;

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(2) cancel or terminate any lease or sublease of all or any part of the mortgaged property for any

(1) hold, operate, manage, and control all or any part of the mortgaged property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as lender may deem necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the mortgaged property, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to borrower;

(c) Right of Possession. Lender shall be entitled to be placed in possession of the mortgaged property as provided in the Act, (Borrower shall, forthwith upon demand of lender, surrender to lender the mortgaged property) and lender, in its discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the mortgaged property, together with all documents, books, records, papers, and accounts of borrower or the then owner of the mortgaged property relating thereto, and may exclude borrower, such owner, and any agents and servants thereof, wholly therefrom and may, on behalf of borrower or such owner, or in its own name as lender and under the powers herein granted:

Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the mortgaged property, and any other expenses and expenditures which may be paid or incurred by or on behalf of lender and permitted by the Act to be in such decree. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the mortgaged property and rents and income therefrom and the maintenance of the lien of this mortgage, including the fees of any attorney employed by lender in any litigation or proceedings affecting this mortgage, the Note or the mortgaged property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness and shall be immediately due and payable by borrower, with interest thereon at the default rate thereunder until paid.

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cause or on any ground that would entitle borrower to cancel the same;

(3) elect to disaffirm any lease or sublease of all or any part of the mortgaged property made subsequent to this mortgage without lender's prior written consent;

(4) extend or modify any then existing leases and make new leases of all or any part of the mortgaged property, which extensions, modifications, and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the note and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon borrower, all persons whose interests in the mortgaged property are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(5) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the mortgaged property as may seem judicious to lender, to insure and reinsure the property and all risks incidental to lender's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(6) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the mortgaged property, to the payment of taxes, premiums and other charges applicable to the mortgaged property, or in reduction of the indebtedness in such order and manner as lender shall elect.

Without limiting the generality of the foregoing, lender shall have all power, authority and duties as provided in the Act. Nothing herein contained shall be construed as constituting lender a mortgagee in possession in the absence of the actual taking of possession of the mortgaged property.

(d) Receiver. Upon the filing of a complaint to foreclose this mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of lender, and at lender's sole option, a receiver of the mortgaged property pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of borrower at the time at

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application for such receiver, and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a homestead or not; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including the mortgagor, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the mortgaged property after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding on Borrower and all the persons whose interest in the mortgaged property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the mortgaged property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the mortgaged property in payment in whole or in part of: (a) the indebtedness or the indebtedness secured by a decree foreclosing this mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

4.03 Application of Foreclosure Proceeds. Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, all items which under the terms hereof constitute Indebtedness additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and Second, all principal and interest

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4.05 Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Mortgaged Property be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption under the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by

4.04 Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy, if not applied in rebuilding or restoring the improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Lender may, without the consent of Borrower, assign any insurance policies to the purchaser at the sale, or take such other steps as Lender may deem advisable to protect the interest of such purchaser.

remaining unpaid on the Note in such order as Lender shall elect; and lastly any surplus to Borrower and its successors and assigns, as their rights may appear.

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4.06 Lender's Performance of Borrower's Obligations. Upon the occurrence of an Event of Default, after acceleration of the indebtedness, Lender may, but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any manner deemed expedient to Lender. Lender may, but shall not be required to, complete construction, furnishing and equipping of the improvements and rent, operate and manage the mortgaged property and the improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the mortgaged property shall be usable for their intended purposes. All such monies paid and expenses incurred, including attorney's fees, shall be so much additional indebtedness, whether or not the indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the default rate. Inaction of Lender shall never be considered as a waiver of right accruing to it or account of any Event of Default nor shall the provisions of this Section or any exercise by Lender of its rights hereunder prevent any default from constituting an Event of Default. Lender, in making any payment hereby authorized (a) relating to Impositions, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the mortgaged property or the rental, operation or management of the mortgaged property or the payment of operating costs thereof, may do so in such amounts and to such persons as Lender may deem appropriate. Nothing contained herein shall be construed to require Lender to advance monies for any purpose.

law, Borrower agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to the Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. Borrower acknowledges that the mortgaged property do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

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5.02 Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures as part of the indebtedness the payment of all loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Lender in

5.01 Governing Law. This mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of any of the loan instruments conflicts with applicable laws, such conflict shall not affect other provisions of such loan instruments which can be given effect without the conflicting provision, and to this end the provisions of the loan instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

ARTICLE IV
MISCELLANEOUS

4.08 Request for Notice. Borrower hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it as provided in Section 5.07 herein.

4.07 Remedies Not Exclusive. Lender shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this mortgage or under any loan instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this mortgage nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this mortgage and any other security now or hereafter held by Lender in such order and manner as Lender may in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the loan instruments to Lender or to which Lender may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender and Lender may pursue inconsistent remedies.

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5.07 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon a party hereto shall be in writing and shall be

5.06 Satisfaction. As and when all indebtedness secured hereby has been paid in full, or as provided in Article 7, all rights under this Mortgage and the estate created hereby shall cease, determine and terminate and the Mortgage property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and Mortgagee agrees to execute such release or satisfaction of this Mortgage as may be necessary to evidence the same, all at Mortgagee's sole cost and expense.

5.05 Statements by Borrower. Borrower, within ten (10) days after being given written notice, will furnish to Lender a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Mortgage and stating whether any offset or defense exists against such principal and interest.

5.04 Revolving Loan. A portion of the credit arrangement between Borrower and Lender and evidenced by the Revolving Notes made by Borrower is intended to confirm to the definition of "revolving credit" as set forth in Section 4.1 of the interest Act (Ill. Rev. Stat. Ch. 17, para. 6405 1987).

5.03 Business Loan. The proceeds of the Note will be used for the purposes specified in Ill. Rev. Stat. ch. 17, para. 6404 (1987), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

connection with the indebtedness, all in accordance with this Note, this Mortgage, and the other Loan Documents provided, however, that in no event shall the total amount of the indebtedness, including loan proceeds disbursed plus any additional charges, exceed two hundred percent (200%) of the face amount of the Note. This Mortgage shall be construed and enforced according to the laws of that state, without reference to the conflicts of law principles of that state. If any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

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5.11 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Borrower shall not be destroyed or terminated by application of the law of

5.10 Subrogation. To the extent that proceeds of the Note are owed to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Lender at Borrower's request and Lender shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.09 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

5.08 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

personally delivered or sent by courier, by overnight mail, by registered mail or certified mail, postage prepaid, or by prepaid telex, telecopy or telegram (with messenger delivery specified) (except financial statements, other related informational documents and routine communications to be furnished pursuant hereto, which may be sent by first class mail, postage prepaid) and shall be deemed to be given for purposes of this Agreement on the day that such writing is received by the intended recipient thereof. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section 5.07, notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their addresses indicated in the first paragraph of this Mortgage.

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6.01 "Hazardous Material" Defined. "Hazardous Material" means any substance (1) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Applicable Law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) or any analogous state statute; or (11) which is regulated under any Applicable Law as a toxic or radioactive substance or material; or (111) which contains gasoline, diesel fuel or other petroleum hydrocarbons.

ARTICLE VI
HAZARDOUS MATERIALS

5.13 Effect of Partial Release. If there is a partial release by the Lender of any portion of the Mortgaged Property, the Lender may look to the remainder of the Mortgaged Property as security for the full payment of the Note and all other Senior Secured Obligations secured by this Mortgage.

5.12 Due on Sale, Encumbrances, etc. Except as permitted by the Credit Agreement, (a) if at any time Borrower should, without the prior consent in writing of Lender, hypothecate or encumber (except as expressly provided herein) its interest in the Property or any part thereof, or if by operation of law the Borrower's interest in the Property or any part thereof be hypothecated or encumbered, or (b) if Borrower should, without the prior consent in writing of Lender, assign, sell, convey or otherwise transfer its interest in the Property or any part thereof, including without limitation an assignment in liquidation or dissolution of Borrower, or (c) if by operation of law, including without limitation, merger, consolidation, reorganization or the like, the Borrower's interest in the Property or any part thereof be assigned, sold or otherwise transferred without the prior consent in writing of Lender, or (d) if ownership of Borrower is transferred, sold, assigned or hypothecated to any person other than another entity which is owned directly or indirectly, at least in a majority, by the persons who currently hold ownership interest in Borrower, then Lender may, at its option, declare all sums secured hereby immediately due and payable. Consent to such a transaction shall not be deemed to be a waiver of Lender's right to require such consent to further or successive transactions.

merger or as a matter of law or as a result of such foreclosure unless Lender or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Lender or any such purchaser shall constitute a termination of any lease or sublease unless Lender or such purchaser shall give written notice thereof to such tenant or subtenant.

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6.04 "Environmental Requirements" Defined. "Environmental Requirements" means all applicable laws relating to the protection of human health or the environment from the effects of Hazardous Materials, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

6.03 "Environmental Damages" Defined. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), costs and expenses of defense of any claim and of any settlements of claims, including without limitation, reasonable attorneys' fees and consultants' fees, which are incurred at any time as a result of the existence of Hazardous Material upon or beneath the property or migrating or threatening to migrate to or from the property, or arising out of any violation of Environmental Requirements, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs and liabilities (including liabilities to indemnify any person for costs) incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision.

6.02 "Applicable Law" Defined. As used in this Article, "Applicable Law" means all applicable provisions of all (i) constitutions, treaties, statutes, laws, rules, regulations, ordinances and orders of any governmental Authority, (ii) Governmental Approvals, and (iii) orders, decisions, judgments, awards and decrees of any governmental Authority. "Governmental Approval" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any governmental Authority. "Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation any government authority, court, agency, department, board, commission or instrumentality of the United States, any State of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

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6.07 Hazardous Material Upon Property. Borrower shall not cause or permit, and shall use its best efforts to prevent, the treatment, storage, disposal, discharge, release, production or use of Hazardous Materials upon or beneath the Property by Borrower, its agents, employees, contractors,

(c) Neither EMJH nor Borrower has any actual knowledge of any alleged liability for Environmental Damages or any alleged violation of Environmental Requirements asserted against any of the owners or occupants of any real property located in the vicinity of the Property that has or could have a Material Adverse Effect.

(b) None of Borrower or EMJH or any of their Subsidiaries has received nor to the knowledge of EMJH or Holding has any prior owner or occupant of the Property received, notice of any alleged violation of Environmental Requirements or notice of any alleged liability for Environmental Damages in connection with the Property that has or could have a Material Adverse Effect. There exists no writ, injunction, decree, order or judgment outstanding, nor any claim, suit, proceeding, citation, directive, summons or investigation, pending or threatened, relating to the alleged violation of Environmental Requirements, or to the suspected presence of Hazardous Material on the Property, that has or could have a Material Adverse Effect, nor, to the best of EMJH's knowledge, does there exist any basis for such claim, suit, proceeding, citation, directive, summons or investigation.

(a) None of the Property has been contaminated with any Hazardous Materials to an extent that would have a Material Adverse Effect. None of EMJH or Borrower or any of their Subsidiaries has caused or suffered, nor to the knowledge of Borrower or EMJH has any other party previously involved in operations at the Property caused or suffered, any Environmental Damages that has or could have a Material Adverse Effect.

6.06 Representation and Warranty of Borrower Regarding Presence of Hazardous Materials. Borrower represents and warrants to Lender that except as set forth on Schedule 4.16 of the Credit Agreement:

6.05 "Material Adverse Effect" Defined. "Material Adverse Effect" means any circumstance or event which may be reasonably expected to (i) have any material adverse effect upon the validity or enforceability of the Loan Instruments, (ii) be material and adverse to the financial condition, business, prospects, operations or property of Holding, Borrower, EMJH and their respective subsidiaries, taken as a whole or (iii) materially impair the ability of Holding, Borrower, EMJH or any of their respective subsidiaries to fulfill its respective obligations under Loan Instruments.

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(b) "Default" shall mean any default specified in Section 4.01 hereof, whether or not such default shall have

(a) "Approved Escrow Holder" shall mean a bank, trust company, national banking association, escrow company or title insurance company authorized to conduct an escrow business.

7.02 Definitions. For purposes of this Article VII, unless the context otherwise requires and in addition to the terms defined above:

7.01 Purpose of Article VII. The provisions of this Article VII are intended to constitute a Release Clause which will permit Borrower to sell the property free and clear of the encumbrance of this Mortgage. Therefore, Borrower shall have the right, (1) at any time and from time to time so long as no Default (as defined below) exists under this Mortgage, upon compliance with the provisions of this Article VII, or (2) upon the written request of Borrower approved in writing by the Lender whether or not in compliance with this Article VII, to obtain, as to its interest in the property, a release of the lien or charge created by this Mortgage and a reconveyance thereof.

ARTICLE VII
INTERIM RELEASES OF THE TRUST ESTATE

6.08 Indemnification of Lender for Environmental Damages. Borrower shall indemnify, defend and hold harmless Lender and its directors, officers, shareholders and employees from and against Environmental Damages arising from the presence of Hazardous Materials upon or beneath the property or migrating to or from the property, or arising out of the violation prior to transfer of title to and possession and control of the property by foreclosure or deed in lieu thereof to Lender or a third party of Environmental Requirements pertaining to the property or the activities thereon, or arising out of a material breach of any warranty, representation or covenant by Borrower contained herein pertaining to environmental matters; provided that none of the obligations of this section shall apply to the extent such Environmental Damages were not caused by Borrower or its agents, employees or invitees and arise from contamination of the property occurring subsequent to transfer of title to and possession and control of the property by foreclosure or deed in lieu thereof to Lender or a third party. In lieu thereof to Lender or a third party.

invitees, or any other person, other than in substantial compliance with Environmental Requirements.

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continued for a sufficient time after notice thereof to become an Event of Default.

(c) "Net Proceeds" from a Sale means the gross proceeds of such sale less the reasonable and customary expenses (paid or payable to any person other than Borrower or any Affiliate of Borrower) of title insurance, recording fees, transfer taxes, escrow fees, repayment of any indebtedness secured by a lien prior to the subject Mortgage, fees of professionals, and commissions (not exceeding in any case 6% (for any broker not employed by and unrelated to Borrower or an Affiliate of Borrower) or 3% (for any broker employed by Borrower or an Affiliate of Borrower) of the said gross proceeds of such sale) paid to any licensed broker, each if paid by or on behalf of the Borrower; provided that no deduction shall be made from gross proceeds for such expenses (excluding repayment of prior indebtedness) exceeding, in the aggregate, 10% of gross proceeds.

(d) "Officer's Certificate" shall mean a certificate signed by (a) the Chairman of the Board or President and (b) the Vice President and Controller or the Vice President and Treasurer, and delivered to the Lender. (e) "Other Properties" shall mean each of those parcels of real property other than real property located in California encumbered pursuant to the terms of the Credit Agreement.

(f) "Release" shall mean the reconveyance from the lien hereof of the fee interest in a parcel in accordance with this Article VII.

(g) "Release Price" shall mean the Net Proceeds with respect to the Sale of the Property.

(h) "Sale" shall mean a sale for all cash proceeds of the Property to a third party unrelated to and unaffiliated with Borrower.

7.03 Release Procedure--Partial Release for Cash Sale. Unless a Default shall exist Borrower may, at any time and from time to time, obtain in the manner specified below from the Lender a Release from the lien or charge of this Mortgage and a reconveyance of the Property, upon satisfying each of the following conditions:

(a) Borrower shall deliver to the Lender:

(1) An Officer's Certificate stating:

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(e) An endorsement or other confirmation from the Title insurer insuring the deeds of trust encumbering the Other Property (described in the definition thereof above) that

(d) Borrower shall have delivered an appraisal or appraisals of the Other Properties, in form and substance satisfactory to Lender and from an independent appraiser indicates that the fair market value of the Other Properties is not less than one hundred twenty-five percent (125%) of the principal amount of the Term Note outstanding after giving effect to the application of the Release Price as set forth in paragraph (f) below.

(c) Borrower shall have delivered to Lender a written summary of the principal terms of the Sale and Lender shall have approved the same, which approval shall not be unreasonably withheld.

(b) The Lender shall deliver such reconveyance to the said Approved Escrow Holder with the instruction to use it upon compliance with (a)(2) above.

(2) Executed counterparts of Borrower's escrow instructions to an Approved Escrow Holder, which shall provide that the Approved Escrow Holder may use the reconveyance from Lender only when it holds for the account of the Lender in cash: (i) an amount equal to the Release Price, (ii) if the Lender so requests, the amount of reasonable expenses, including counsel fees, incurred by the Lender in connection with the preparation, execution and delivery of any such partial reconveyance, and (iii) the amount of interest, if any, due under the Note.

(v) The Release Price for such Release

(iv) The expected closing date for such sale; and

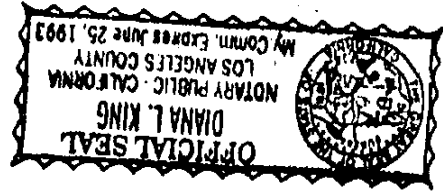
(i) That Borrower has entered into a bona fide contract with one or more third parties unrelated to and unaffiliated with Borrower for the Sale of such Property; (ii) That the Board of Directors of Borrower has reasonably determined in good faith that the terms of such Sale are fair and reasonable to Borrower; (iii) That, to the best knowledge of the officers executing the Officer's Certificate, no Default exists under the terms of this Mortgage and no condemnation proceedings are pending or are threatened with respect to the Property;

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Side 9

Notary Public in and for the State of California

[Handwritten Signature]



(SEAL)

WITNESS my hand and official seal.

On this 3rd day of May, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Shaw, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

STATE OF California)
COUNTY OF Orange)
ss.)

(Corporation)

BY *[Signature]* its: Vice President

"BORROWER"
EARLE M. JORGENSEN COMPANY,
a Delaware corporation

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date and year first above written.
(f) The sum delivered to the Lender as the Release Price shall be applied to reduce sums then outstanding under the Note secured by this Mortgage and shall be applied first to unpaid charges, then to unpaid accrued interest and then to principal.
the release will not impair the validity or priority of such deeds of trust.

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NOTARY PUBLIC - CALIFORNIA
DIANA L. KING
LOS ANGELES COUNTY
MY COMM. EXPIRES JUNE 25, 1993

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REC'D FEB 27 11 2 52

CAROL ANN
REGISTRAR OF TITLES

Submitted by

Address

Promised

Delivered

Age

Sex

Occupation

Age

Occupation

2017

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
JAN 27 11 2 52 AM '17

Property of Cook County Clerk's Office

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Site 9
1900 Mitchell Boulevard
Schaumburg
Chicago, Illinois 60193
Cook County

EXHIBIT A

The land referred to is described as follows:

LOT 1 IN CENTER-SCHAUMBURG INDUSTRIAL PARK SOUTH HALF UNIT 90, BEING
A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 33, TOWNSHIP 41
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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Site 1
5445 West Madison Street
Phoenix, Arizona 85043
Maricopa County

SCHEDULE A

PARCEL NO. 11

A piece or parcel of land situate in the Northeast quarter of Section 8, Township 1 North, Range 2 East of the Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, described as follows:

Commencing at a point in the West line of said Northeast quarter or Section 8, distant Northerly thereon, 71.99 feet from the Southwest corner of said Northeast quarter, being also distant 15.7 feet Northerly, measured at right angles from the Northerly line of that certain 0.735 acre parcel of land described in deed dated September 23, 1954 from The Valley National Bank of Phoenix to Arizona Eastern Railroad Company, recorded October 26, 1954 in Docket 1454, Pages 582-583, records of Maricopa County; thence Easterly, parallel with said Northerly line, 40 feet to a point in a line parallel with and distant 40.00 feet Easterly, measured at right angles, from the said West line of said Northeast quarter and the actual point of beginning of the parcel of land to be described; thence Northerly along last said parallel line, 724.7 feet to a point; thence Easterly, at right angles from last said parallel line 450 feet; thence Southerly, parallel with said West line of said Northeast quarter, 727.6 feet to a point in said line parallel with and distant 15.7 feet Northerly, measured at right angles from the Northerly line of said 0.735 of an acre parcel of land; thence Westerly, along last said parallel line 450 feet to the actual point of beginning;

EXCEPT the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said land or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, as reserved in instrument recorded July 28, 1960 in Docket 3364, Page 178.

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Site 1 - page 2

PARCEL NO. 21

A non-exclusive right to use a roadway over the following described property:

A strip of land, 80 feet wide, situate in the Northeast quarter of Section 8, Township 1 North, Range 2 East, Gila and Salt River Base and Meridian, County of Maricopa, State of Arizona, lying contiguous to and Northerly of the Northerly line of the above described parcel of land and extending from a line parallel with and distant 40 feet Easterly, measured at right angles, from the West line of said Northeast quarter of Section 8 to the Northerly prolongation at the Easterly line of the above described parcel of land.

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Site 6
6050 Downing Street
Denver, Colorado 80216
Adams County

SCHEDULE A

PARCEL I:

All that certain tract or parcel of land situate in the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 11, Township 3 South, Range 68 West of the 6th P.M., in the County of Adams, State of Colorado, more particularly described as follows:

Commencing at the SW corner of the NW 1/4 of said Section 11; thence South 89 degrees 51'21" East along the southerly line of the NW 1/4 of said Section 11 (assuming for the purpose of this description that the west line of the NW 1/4 of said Section 11 has a bearing of due North and South), a distance of 1321.71 feet, more or less, to the Southwest corner of the SW 1/4 SE 1/4 NW 1/4 of said Section 11; thence continuing South 89 degrees 51'21" East along the southerly line of the NW 1/4 of said Section 11, a distance of 30.00 feet to a point situate 30.00 feet easterly at right angles from the westerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11; thence North 00 degrees 00'06" East along a line 30.00 feet easterly from and parallel with the westerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11, a distance of 50.00 feet to the true point of beginning of the metes and bounds description of the tract or parcel of land as being herein conveyed; thence continuing North 00 degrees 00'06" East along a line 30.00 feet easterly from and parallel with the westerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11, a distance of 450.00 feet to a point; thence South 89 degrees 51'53" East parallel with the northerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11 a distance of 470.00 feet to a point; thence South 00 degrees 00'08" West a distance of 450.00 feet, more or less to a point situate 50.00 feet northerly at right angles from the southerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11; thence North 89 degrees 51'21" West along a line parallel with and 50.00 feet northerly at right angles from the southerly line of the SW 1/4 SE 1/4 NW 1/4 of said Section 11, a distance of 470.00 feet, more or less, to the true point of beginning.

COUNTY OF ADAMS
STATE OF COLORADO

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SITE 6- page 2

PARCEL II:

A tract of or parcel of land in the SE 1/4 of the NW 1/4 of Section 11, Township 3 South, Range 68 West of the 6th P.M., said parcel of land also including a part of Lot or Block 127, MAPLETON ADDITION TO ADAMS COUNTY, COUNTY OF ADAMS, STATE OF COLORADO, more particularly described as follows:

Commencing at the SE corner of the SE 1/4 of the NW 1/4 of said Section 11; thence N 00 degrees 00'11" E and along the East line of said SE 1/4 of the NW 1/4 a distance of 500.20 feet; thence N 89 degrees 32'53" W a distance of 616.73 feet to a point on the South line of East 61st Avenue, being the true point of beginning; thence S 00 degrees 00'06" W a distance of 186.50 feet to a point of curvature; thence along a curve to the right having a radius of 264.37 feet and a central angle of 77 degrees 01'22" an arc distance of 355.39 feet (the long chord of said curve bears S 38 degrees 30'17" W a distance of 329.23 feet) to a point on the Easterly line of a tract of land described in Rio Grande Land Co. Deed No. 453 dated May 1, 1959 and recorded at Reception No. 583120 on May 11, 1959 in Book 777 at Page 40 of the records of the County of Adams, said point being 5.40 feet North of the SE corner of said tract described in Deed No. 453; thence N 00 degrees 00'08" E and along the East line of said tract described in Deed No. 453 a distance of 444.00 feet to the NE corner of said tract, which is also a point on the South line of said East 61st Avenue; thence South 89 degrees 51'53" E and along said south line of East 61st Ave. a distance of 205.00 feet to the true point of beginning.

COUNTY OF ADAMS
STATE OF COLORADO

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Site 7
1060 Silas Deane Highway
Wethersfield
Hartford, Connecticut 06109
Hartford County

SCHEDULE A

A certain piece or parcel of land situated on the easterly side of the Silas Deane Highway, Town of Wethersfield, County of Hartford in said State, and known as 1060 Silas Deane Highway, and more particularly bounded and described as follows:

Commencing at a point in the easterly highway line of said Silas Deane Highway, which point marks the northwesterly corner of the premises herein conveyed and the southwest corner of land conveyed by Orrin P. Kilbourn et als to Dora Bayer by Warranty Deed dated September 27, 1955 and recorded in Wethersfield Land Records in Volume 161 at Page 524; thence running easterly along the southerly boundary line of said land conveyed by Orrin P. Kilbourn et als to the said Dora Bayer to the southeasterly corner of said land at a point which is one hundred (100) feet west of the westerly line of land now or formerly of the New York, New Haven and Hartford Railroad Company, said point being the northeasterly corner of the premises conveyed; thence running southerly in a line one hundred (100) feet from and parallel to the westerly line of land of said Railroad Company, a distance of three hundred fifty (350) feet to a point, which point marks the southeasterly corner of the land herein conveyed; thence westerly to a point in the easterly highway line of said Silas Deane Highway, which point is three hundred fifty (350) feet southerly from the point of beginning as measured along said highway line; thence running northerly along said highway line three hundred fifty (350) feet to the point or place of beginning.

Together with a right-of-way for all purposes of ingress and egress over the property located immediately east of the above described premises and extending to land of the New York, New Haven and Hartford Railroad and together also with the further right to lay, construct and maintain railroad sidings and spur tracks, water lines and sewer lines over and across the said adjoining land on the east, provided said water and sewer lines are connected with a public water supply or sewage system; also, to discharge surface drainage water over, under or across said adjoining land but with the limitation that the construction and maintenance of such facilities shall not interfere with the line or structures

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erected or to be erected on said adjoining land by the Connecticut Power Company, its successors or assigns, as reserved by Orrin P. Kilbourn et als for themselves, their heirs and assigns, in a certain Warranty Deed to The Connecticut Power Company dated December 16, 1955 and recorded in Wethersfield Land Records in Volume 164 at Page 527 to which reference may be had.

Property of Cook County Clerk's Office

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Site 8
Campbell Industrial Park
91-104 Kalaeloga Blvd.
Ewa Beach, Hawaii 96707
Honolulu County

SCHEDULE A

PARCEL 1

All of those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lots 1140, area 2.454 acres, and

1141, area 2.705 acres, as shown on Map 128, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

NOTE: Lots 1140 and 1141 have access to a public highway over and across Easement 33, 34, 35 and 36 on Map 19, Exclusion 2 of Land Court Application No. 1069 between Easements 34 and 35 and Lots 425 and 616 of Land Court Application No. 1069 to the extent necessary for such access until said access areas are dedicated for use as a public highway, or until said Trustees shall designate in Land Court Application No. 1069 a substitute way of access to a public highway, whereupon all parts of the foregoing way of access so dedicated or replaced shall terminate, as set forth by Land Court Order No. 19585, filed December 1, 1961.

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SCHEDULE A

Parcel I

Being all of the land conveyed by:

LIMITED WARRANTY DEED

Grantor: Trustees under the Will and Of the Estate of
James Campbell, Deceased, acting in their
fiduciary and not in their individual
corporate capacities

Grantee: Earle M. Jorgensen, Company, a Delaware
corporation

Dated: February 28, 1983

Land Court
Document No. 1170320
Transfer Certificate of Title No. 249,215

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Site 8 - page 3

PARCEL II

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 2780, area 2.355 acres, as shown on Map 289, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

NOTE: Lot 2780 will have access directly to Kuhela Street, as set forth by Land Court Order No. 49548, filed February 21, 1978.

Being all of the land conveyed by:

LIMITED WARRANTY DEED

Grantor: T. G. Exchange, Inc., a Hawaii corporation
Grantee: Earle M. Jorgensen, Company, a Delaware corporation
Dated: December 28, 1988
Land Court
Document No. 1604626
Transfer Certificate of Title No. 323,707

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Site 9
1900 Mitchell Boulevard
Schaumburg
Chicago, Illinois 60193
Cook County

SCHEDULE A

The land referred to is described as follows:

LOT 1 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK SOUTH HALF UNIT 90, BEING
A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 33, TOWNSHIP 41
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Site 9A
1901 Mitchell Boulevard
Schaumburg
Chicago, Illinois 60193
Cook County

SCHEDULE A

The land is described as follows:

PARCEL 1:

LOT 10 IN CENTEX SCHAUMBURG INDUSTRIAL PARK, UNIT 144 SUDDIVISION IN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 13 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 147 BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH EAST CORNER OF LOT 13 AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 13 AFORESAID 18.0 FEET; THENCE SOUTHERLY ALONG A LINE TO ITS POINT OF INTERSECTION IN THE EASTERLY LINE OF LOT 13 AFORESAID, 70.0 FEET SOUTHERLY OF THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 70.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Site 10
7463 New Ridge Road
Harmans
Baltimore, Maryland 21077
Anne Arundel County

SCHEDULE A

BEGINNING for the same on the east side of relocated Ridge Road, 80 feet wide, as shown on the Plat entitled "Section II Phase II Baltimore Commons Business Park, Block 'F' Parcel 'C'" dated March 10, 1990 and recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 3968 in Book 75 page 43, at the point designated No. 1 on said Plat, thence from said place of beginning, binding on said side of said Road, (1) North 14 degrees 01 minute 22 seconds East 848.65 feet, thence leaving said Road binding on the outline of said Plat the two following courses: South 73 degrees 18 minutes 03 seconds East, binding on the center line of a 30 Foot Rail Easement, 688.87 and (3) South 22 degrees 24 minutes 59 seconds West 921.20 feet to the northeast side of Bernat Road as shown on the aforementioned Plat, thence binding on said side of Bernat Road, the three following courses: (4) North 67 degrees thirty five minutes 01 seconds West 288.42 feet, (5) northwesterly by a curve to the left having a radius of 723.94 feet for the distance of 106.06 feet, said arc being subtended by a chord bearing North 71 degrees 46 minutes 49.5 seconds West 105.96 feet and (6) North 75 degrees 58 minutes 38 seconds West 117.64 feet to the beginning of the cut-off leading to the east side of Relocated Ridge Road, thence binding on said cut-off (7) North 30 degrees 58 minutes 38 seconds West 63.64 feet to the place of beginning.

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Site 11
59 South Street
Hopkinton, Massachusetts 01748
Middlesex County

SCHEDULE A

All that certain lot, piece or parcel of land, together with any improvements erected thereon, situate lying and being in the Town of Hopkinton, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northeasterly sideline of South Street, which point is 106.22 feet southeasterly of a concrete bound with lead plug; thence running

N 26°-31'-02" W, a distance of 134.05 feet to a point; thence running

N 64°-44'-26" E, by the southerly sideline of land now or formerly of Nancy E. Cataldo, a distance of 811.11 feet to a stone bound located on the westerly sideline of Interstate Route 495; thence running

Southeasterly along the westerly sideline of Interstate Route 495 by a curve to the right having a radius of 9050 feet, a distance of 414.78 feet to a concrete bound, which bound marks the southeasterly corner of the described premises and the northeasterly corner of premises now or formerly of the Town of Hopkinton; thence running

S 64°-36'-11" W, by the northerly boundary of land now or formerly of the Town of Hopkinton, a distance of 633.80 feet to a point on the easterly sideline of South Street; thence running

Northeasterly along the easterly sideline of South Street by a curve with a radius of 798.71 feet, a distance of 197.50 feet to a concrete bound with lead plug; thence continuing by the easterly sideline of South Street

N 53°-21'-04" W, a distance of 107.62 feet to the point of beginning.

Said premises are shown as Lot 1A on plan of land entitled "Plan of Land in Hopkinton, Mass." owned by Peter A. Frasse & Co., Inc., scaled 1" = 40', dated November 9, 1979, by McCarthy & Sullivan Engineering Inc., 81 Speen Street, Natick, Mass.

Street Address: South Street
Hopkinton, Massachusetts

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Site 12
13200 W. Eight Mile Road
Oak Park
Detroit, Michigan 48237
Oakland County

SCHEDULE A

The land is situated in the County of Oakland, State of Michigan and is described as follows:

CITY OF OAK PARK

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 32, TOWN 1 NORTH, RANGE 11 EAST, CITY OF OAK PARK, DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SECTION 32, NORTH 2 DEGREES 18 MINUTES 30 SECONDS WEST, 850.07 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 2 DEGREES 18 MINUTES 30 SECONDS WEST, 60.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST, 469.50 FEET; THENCE NORTH 1 DEGREE 25 MINUTES 00 SECONDS WEST, 436.39 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 800.00 FEET; THENCE SOUTH 1 DEGREE 25 MINUTES 00 SECONDS EAST, 498.11 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, 1268.65 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 32, TOWN 1 NORTH, RANGE 11 EAST, CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF COOLIDGE HIGHWAY (120 FEET WIDE) AND THE SOUTH LINE OF VACATED PASADENA AVENUE (60 FEET WIDE), AS ORIGINALLY RECORDED IN THE PLAT OF MEADOWLEA SUBDIVISION, AS RECORDED IN LIBER 37, PAGE 1 OF PLATS, OAKLAND COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, 1268.65 FEET; THENCE NORTH 1 DEGREE 25 MINUTES 00 SECONDS EAST, 498.11 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 800.00 FEET; THENCE SOUTH 1 DEGREE 25 MINUTES 00 SECONDS EAST, 436.39 FEET TO A POINT ON THE NORTH LINE OF SAID VACATED PASADENA AVENUE; THENCE ALONG THE NORTH LINE SAID PASADENA AVENUE, SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, 469.50 FEET TO THE EAST LINE OF COOLIDGE HIGHWAY; THENCE SOUTHERLY ALONG SAID EAST LINE, 60.00 FEET TO THE POINT OF

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SITE 12 - page 2

BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE APPURTENANT PAVED EASEMENT OVER LANDS OF THE GRANTOR LYING TO THE SOUTH OF THE ABOVE PARCEL FOR INGRESS TO AND EGRESS FROM SAID PARCEL, AND PRESENTLY CONNECTING EIGHT MILE ROAD WITH THE PARCEL SUBJECT TO THE RIGHT OF SELLER TO RELOCATE THE EASEMENT ALONG THE EASTERLY BOUNDARY OF THE TRACT COMMONLY KNOWN AS 13000 WEST EIGHT MILE ROAD, OAK PARK, MICHIGAN, AS ITS OWN EXPENSE, IF IT SHALL ELECT TO DO SO AND EXCEPT FOR AND RESERVING UNTO THE GRANTOR, A NON-EXCLUSIVE APPURTENANT EASEMENT OVER A 60 FOOT ROAD FOR INGRESS AND EGRESS TO COOLIDGE HIGHWAY, SAID ROAD BEING LOCATED ALONG THE SOUTHERLY 60 FEET OF THE ABOVE DESCRIBED PARCEL.

Property of Cook County Clerk's Office

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Site 13
1775 101st Avenue N.E.
Blaine
Minneapolis, Minnesota
Anoka County

SCHEDULE A

The land is described as follows:

The South 600 feet of the East 830 feet of the East Half of the Southeast Quarter of Section 20, Township 31, Range 23, according to the United States Government Survey thereof and situate in Anoka County, Minnesota

PROPERTY ADDRESS:

1775 - 101st Avenue NE
Blaine, MN

Abstract Property, Anoka County.

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Site 14
1701 West 25th Street
Kansas City, Missouri 64108
Jackson County

SCHEDULE A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF MISSOURI, COUNTY OF JACKSON AND IS DESCRIBED AS FOLLOWS:

TRACT I:

That part of the Southwest Fractional Quarter of Section 7, Township 49 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Jackson County, Missouri, described as commencing on the center line of 25th Street in said City of Kansas City at a point that is 466.50 feet distant South 89 degrees 50 minutes 02 seconds East of the State line between Missouri and Kansas (being also the West line of said Section 7), thence North 2 degrees 01 minutes 41 seconds West parallel with said state line 20.01 feet to a true point of beginning on a line that is 20.00 feet perpendicularly distant North 0 degrees 09 minutes 58 seconds East of said center line of 25th Street; thence from said true point of beginning North 89 degrees 50 minutes 02 seconds West parallel with said centerline of 25th Street 330.92 feet; thence North 25 degrees 16 minutes 53 seconds East 584.75 feet; thence South 32 degrees 56 minutes 53 seconds East 121.42 feet; thence South 2 degrees 01 minutes 41 seconds East 428.09 feet to the true point of beginning aforesaid.

TRACT II:

Block 1, KANSAS CITY MISSOURI, GAS COMPANY'S SOUTHWEST STATION, a subdivision in Kansas City, Jackson County, Missouri.

TRACT III:

All that part of the Southwest Fractional quarter of Section 7, Township 49 North, Range 33 West of the Fifth Principal Meridian, in Kansas City Jackson County, Missouri, described as follows:

Beginning on a line drawn parallel with and 20 feet South of the center line of 25th Street in Kansas City, Missouri at a point that is 466.5 feet Easterly, as measured on said parallel line, of the West line of said Section 7; thence Southerly in Azimuth 0 degrees 11 minutes 55 seconds on a line parallel with said West line of Section 7 a distance of 435.78 feet to a point in the Northerly line of an easement right of way by the St. Louis and Kansas City Land Company on March 9, 1925, granted to the Kansas City Terminal Railway Company for elevated railroad purposes, said easement being of record at page 440 in Book B-2632, Document No. A-274770 in the Recorder's Office of Jackson County Missouri, at Kansas City; thence Northwesterly on the arc of a curve to the right having a

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radius of 2063.68 feet and an initial tangent in Azimuth 108 degrees 40 minutes 13 seconds along the Northerly line of the aforesaid Railroad Easement right of way through a central angle of 6 degrees 25 minutes 49 seconds a distance of 231.61 feet to a point; thence Northwesterly in Azimuth 134 degrees 43 minutes 33 seconds a distance of 62.06 feet to a point; thence Northwesterly on the arc of a curve to the right having a radius of 2043.68 feet and an initial tangent in Azimuth 116 degrees 44 minutes 22 seconds through a central angle of 2 degrees 02 minutes 13 seconds a distance of 72.67 feet to a point that is 25 feet radially distant Northeasterly of the center line of a presently operated and maintained standard gauge railroad switch track; thence Northerly on the arc of a curve to the right having a radius of 383.07 feet and an initial tangent in Azimuth 155 degrees 13 minutes 29 seconds through a central angle of 43 degrees 53 minutes 36 seconds a distance of 293.46 feet to a point in a line drawn parallel with and 20 feet South of the center line of said 25th Street, said point being also 25 feet radially Southeasterly of the center line of said railroad switch track; thence Easterly in Azimuth 272 degrees 21 minutes 58 seconds on the parallel line last previously above described a distance of 339.12 feet to the point of beginning, all the Azimuths herein-above given being measured clockwise from due South.

The tax records and the application for title insurance indicates the property address to be: 1600 W. 25th Street, Jackson County, MO

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Site 15
3701 Rider Trail South
Earth City
St. Louis, Missouri 63045
St. Louis County

SCHEDULE A

The land referred to in this Commitment is situated in the State of Missouri, County of St. Louis and is described as follows:

A tract of land in part of U. S. Survey 1891, Township 46 North, Range 5 East, Earth City, St. Louis County, Missouri and being more particularly described as follows: Commencing at the Southeast corner of Lot 3147, Earth City Plat 12 as recorded in plat Book 189, pages 52 through 59 of the St. Louis County Records; thence along the South property line of said Lot 3147 North 58 degrees 30 minutes 50 seconds West, 506.28 feet to the point of beginning; thence South 24 degrees 11 minutes 10 seconds West, 891.60 feet to a point; thence North 65 degrees 28 minutes 50 seconds West, 739.00 feet to a point; thence North 23 degrees 16 minutes 10 seconds East 420.00 feet to a point; thence North 24 degrees 16 minutes 10 seconds East 285.00 feet to a point; thence North 25 degrees 46 minutes 10 seconds East, 220.40 feet to a point; thence North 73 degrees 49 minutes 29 seconds East, 161.98 feet to a point on the South property line of Lot 3340, Earth City Plat 13 as recorded in Plat Book 201 pages 70 through 74 of the St. Louis County Records; thence along said South property line and the South property line of aforementioned Lot 3147 on a curve to the left, the radius of 630.00 feet, an arc distance of 283.72 feet, said arc having a chord bearing of South 45 degrees 36 minutes 40 seconds East and a chord distance of 281.33 feet to a point; thence continuing along the South property line of said Lot 3147 South 58 degrees 30 minutes 50 seconds East, 359.86 feet to the point of beginning, as per survey by Korner and Shifrin, Inc., now known as Lot 2441 of Earth City Plat 16, as per plat thereof recorded in Plat Book 207 pages 59 thru 61 inclusive.

commonly known as 3701 Rider Trail-South

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Site 16
1275 Sheridan Drive
Tonawanda
Buffalo, New York 14150
Erie County

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Tonawanda, County of Erie and State of New York, being part of Subdivision Lots 125 through 134 and the westerly 30 feet of Subdivision Lot 135 plus part of a 20 foot wide alley, as shown on Map Cover 1497, filed in Erie County Clerk's Office and also parts of Lots Nos. 43 and 44, Township 12 and Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Sheridan Drive at the northwest corner of lands conveyed to Atlantic Richfield Company by deed recorded in Erie County Clerk's Office in Liber 7582 of Deeds at page 883; thence westerly along the southerly line of Sheridan Drive 502.43 feet to its intersection with the easterly line of the lands of the New York Central and Hudson River Railroad Company; thence southerly along the easterly line of said Railroad Company's land 454.63 feet to the intersection of said easterly line of said Railroad Company's land with the southerly line of lands conveyed by Anna Maria Wire and Margaret Wire to William Strasser by deed dated July 1, 1928 and recorded in Erie County Clerk's Office in Liber 1898 of Deeds, at page 234; thence easterly along the southerly line of land so conveyed by deed aforesaid 690.66 feet to the westerly line of Military Road as appropriated by New York State for highway widening; thence northerly along the westerly line of Military Road 255.58 feet to a point; thence westerly forming an interior angle of $82^{\circ} 01'$ a distance of 144.06 feet to the southwest corner of the lands conveyed by the first mentioned deed; thence northerly along the westerly line of said lands 194.68 feet to the place of beginning.

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Site 17
5960 Court Street Road
Town of Dewitt
Syracuse, New York 13206
Onondaga County

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Dewitt, County of Onondaga, State of New York, being part of Lot 29 in said Township bounded and described as follows:

BEGINNING at the northeast corner of Lot 5, Block D of Court View Heights according to a map of said tract by J.S. Woodard, C.E., filed in the Onondaga County Clerk's Office October 22, 1920, which point of beginning is also the intersection of the westerly line of Pilsudski Street according to said map, with the southerly line of Court Street; thence southerly along the westerly line of Pilsudski Street a distance of 340 feet to the southeasterly corner of Lot 17 in said block; thence westerly on a course north 80 degrees 30' 00" west parallel to the southerly line of Court Street along the southerly lines of Lots 17 and 16 in said Block a distance of 200 feet to the southwesterly corner of Lot 16; thence westerly on the same course across the area formerly known as Sobieski Street and along the southerly line of Lot 20 of Block C of said tract a distance of 110 feet; thence north 9 degrees 30' 00" east parallel to the westerly line of the area formerly known as Sobieski Street a distance of 340 feet to the southerly line of Court Street and the mid-point of the northerly line of Lot 13 in said Block C; thence south 80 degrees 30' 00" east along the southerly line of Court Street 310 feet to the place of beginning.

Together with the right, privilege and easement reserved by Deed from Peter A. Frasse & Co., Inc. to Midcourt Builders Corp., dated September 17, 1953 and recorded September 23, 1953 in Onondaga County Clerk's Office in Book 1650 at Page 142 &c., and conveyed by Bargain and Sale Deed from Midcourt Builders Corp. and Midler Court Realty, Inc. to Peter A. Frasse & Co., Inc., dated September 17, 1953 and recorded September 23, 1953 in Onondaga County Clerk's Office in Book 1650 at Page 271.

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Site 18
601 Redna Terrace
Woodlawn
Cincinnati, Ohio 45215
Hamilton County

SCHEDULE A

Situate in Section 5, Town 3, Entire Range 1, Springfield Township and being more particularly described as follows:

Lot No. 14 of Sharon Second Subdivision, Part 3, as recorded in Plat Book 14, Pages 43 and 44 of the registered Land Records of Hamilton County, Ohio.

Together with an easement for ingress and egress over a 30 foot strip of ground as reserved in Deed Book 3094, Page 629 in the Office of the Recorder of Hamilton County, Ohio.

Together with easements for ingress and egress more particularly described in Deed Book 4061, Page 77, of the Registered Land Records of Hamilton County.

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Site 19
264 Richmond Road
Bedford Heights
Cleveland, Ohio 44146
Cuyahoga County

SCHEDULE A

Situated in the State of Ohio, County of Cuyahoga, City of Bedford Heights, and being a part of Original Bedford Township Lot No. 20, bounded and described as follows:

Beginning at an iron pin in a monument box found on the centerline of Richmond Road (50 feet wide), that bears S. 34 deg. 40 min. 06 sec. W. a distance of 25.01 feet from the point where the Northerly line of Richmond Road intersects the Easterly line of O.L. 20;

Thence along the centerline of Richmond Road N. 53 deg. 48 min. 00 sec. W. a distance of 40.60 feet to a point;

Thence S. 36 deg. 12 min. 00 sec. W. a distance of 25.00 feet to a point of the Southerly line of Richmond Road;

Thence along said Southerly line N. 53 deg. 48 min. 00 sec. W. a distance of 680.00 feet to an iron pin found at the northwesterly corner of lands conveyed to Yoder General Partnership by Deed Vol. 86-3077, Page 16, and being the True Place of Beginning of the parcel herein described;

Thence along the Westerly line of lands so conveyed S. 36 deg. 12 min. 00 sec. W. a distance of 436.08 feet to an iron pin set on the Northerly line of The Erie Railroad Company;

Thence along the said Northerly line N. 63 deg. 25 min. 29 sec. W. a distance of 608.57 feet to a point at the Southeastern corner of lands conveyed to Sylvia and Joseph Naiman by Deed Vol. 15666, Page 863, witness an iron pin found N. 40 deg. 30 min. 47 sec. W. a distance of 2.46 feet.

Thence along the Easterly line of lands so conveyed and the Easterly line of lands conveyed to Richmond Realty by Deed Vol. 14257, Page 17; N. 36 deg. 12 min. 00 sec. E. a distance of 549.70 feet to an iron pin set on the Southerly line of Richmond Road;

Thence along said Southerly line S. 53 deg. 48 min. 00 sec. E. a distance of 670.00 feet to the True Place of Beginning, containing within said bounds 7.5812 acres, being the same, more or less, but subject to all legal highways and easements of record according to a survey made by Anthony J. Shambaugh, Registered Surveyor No. 7120, of Bock and Clark in March 1990, and being the same property conveyed to Allan United Steel Corporation by Deed Vol. 11853, Page 625.

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Site 20
2531 Needmore Road
Dayton, Ohio 45214
Montgomery County

SCHEDULE A

PARCEL I

Located in Section 3, Town 2, Range 6 East, Harrison Township, County of Montgomery, State of Ohio and being a tract of land described as follows:

Beginning at point in the south line of said Section 3 and the centerline of Needmore Road, said point of beginning being the southwest corner of land conveyed to Pennington Enterprises, Inc by deed recorded in Book 2174, Page 255 in the Deed records of Montgomery County, Ohio thence with said south line and said centerline, South eighty-five degrees no minutes (85 deg. 00') west for two hundred and no/100 (200.00) feet to the southeast corner of land conveyed to Mondayo, Inc., by deed recorded in Book 2259, Page 216 in the Deed records of Montgomery County, Ohio thence with the east line of said Mondayo Inc., land and its northward extension, North four degrees one minutes (4 deg. 01') west for eight hundred thirty-three and 45/100 (833.45) feet to the northeast corner of land conveyed to Dorman Brogan by deed recorded in Deed Book 2368, page 157 in the deed records Montgomery County, Ohio said northeast corner being in the south line of Mariann Country Estates as recorded in Book "W", Page 80 in the plat records of Montgomery County, Ohio thence with the south line of said Mariann Country Estates Plat, North eighty-five degrees four minutes forty seconds (85 deg. 04' 40") East for two hundred and 00/100 (200.00) feet to the northwest corner of land conveyed to C.R. Castellini and E. R. Halldorfer by deed recorded in Book 1952, Page 353 in the Deed records of Montgomery County, Ohio thence with the west line of said Castellini et al land and its southward extension, said extension being the west line of said Pennington Enterprises, Inc. land, south four degrees one minute (4 deg. 01') East for eight hundred thirty-three and 18/100 (833.18) feet to the point of beginning.

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PARCEL II

Located in Section 3, Town 3, Range 6 East, Harrison Township, County of Montgomery, State of Ohio and being a tract of land described as follows:

Beginning at the southwest corner of land conveyed to Philip G. Rhoades by deed recorded in Book 2141, Page 296 in the Deed records of Montgomery County, Ohio, said southwest corner being in the east line of Wadsworth Road as recorded on Mariann Country Estates as recorded in Book W, Page 80 in the Plat records of Montgomery County, Ohio thence with the south line of said Rhoades Land North eighty-five degrees four minutes forty seconds (85 deg. 04' 40") East for two hundred and ten and 00/100 (210.00) feet to the southeast corner of said Rhoades land said southeast corner being in the west line of land conveyed to Alloy Steels, Inc., by deed recorded in Book 1870, Page 376 in the deed records of Montgomery County, Ohio thence with said west line South four degrees one minute no seconds (4 deg. 01' 00") East for sixty and 00/100 (60.00) feet to the northeast corner of land conveyed to Sanrik Corporated by deed recorded in Book 2341, Page 272 in the Deed records of Montgomery County, Ohio thence with the north line of said Sanrik Corporated land south eighty-five degrees four minutes forty-seconds (85 deg. 04' 40") West for two hundred ten and 00/100 (210.00) feet to the northwest corner of said Sanrik Corporated Land said northwest corner being in the east line of said Wadsworth Road; thence with said east line North four degrees one minute no seconds (4 deg. 01' 00") West for sixty and 00/100 (60.00) feet to the point of beginning.

PARCEL III

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FORTY EIGHT (148) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

PARCEL IV

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FORTY NINE (149) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

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Site 20 - page 1

PARCEL V

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FIFTY (150) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

PARCEL VI

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FIFTY-ONE (151) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

PARCEL VII

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FIFTY-TWO (152) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

PARCEL VIII

Situate in the Township of Harrison, County of Montgomery, State of Ohio and being Lot numbered ONE HUNDRED FIFTY-THREE (153) Mariann Country Estates Plat as recorded in Plat Book W, page 80 of Montgomery County records.

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Site 21
7311 East Pine Street
Tulsa, Oklahoma 74115
Tulsa County

SCHEDULE A

Parcel I

Lot Eight (8), YOUNG ADDITION, Tulsa County, State of Oklahoma, according to the recorded Plat No. 1593, together with that portion of the southerly 1/2 of Reading Street adjacent to the north line, vacated by Decree, District Court of Tulsa County, Case No. C-72-1258 filed June 29, 1972 and recorded in Book 4023 page 139.

Parcel II

A certain tract or parcel of land lying, being and situate in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract or parcel being described as follows:

BEGINNING at the Southwest Corner of said quarter section; THENCE North along the West line of said quarter section, Five hundred twenty-one and Three tenths (521.3) feet; THENCE East parallel with the South line of said quarter section, Four hundred seventeen (417.0) feet; thence South parallel with the West line of said quarter section, Five hundred twenty-one and Three tenths (521.3) feet; THENCE West Four hundred seventeen (417.0) feet to POINT OF BEGINNING.

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Site 21 - page 2

Parcel III

Part of the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

BEGINNING AT A POINT Five hundred twenty-one and Three tenths (521.3) feet North of the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26); THENCE North Four hundred sixty-eight and Seven tenths (468.7) feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section Twenty-six (26), Township Twenty (20) North, Range Thirteen (13) East; THENCE East Three hundred thirty-nine (339) feet; THENCE South Four hundred nineteen (419) feet; THENCE East Seventy-eight (78) feet; THENCE South Forty-nine and Seven tenths (49.7) feet; THENCE West Four hundred seventeen (417) feet to the POINT OF BEGINNING.

Parcel IV

BEGINNING Three hundred thirty-nine (339) feet East of the Southwest Corner of the South Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (S/2 NW/4 SW/4 SE/4) of Section Twenty-six (26), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U. S. Government Survey thereof; Thence North Three hundred thirty (330) feet; thence East One hundred sixteen (116) feet; thence South Three hundred thirty (330) feet; thence West One hundred sixteen (116) feet to the POINT OF BEGINNING.

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Site 22
58 Cabot Boulevard
Langhorne
Philadelphia, Pennsylvania 19047
Bucks County

SCHEDULE A

ALL THAT CERTAIN tract or piece of ground, situate in Falls Township, County of Bucks, State of Pennsylvania, described according to "Conveyance Plan of 20.00 acres for Cabot, Cabot & Forbes", made by Pennoni Associates, Inc., Consulting Engineers dated February 24, 1972 as follows to wit:

BEGINNING at a point on the Northerly side of Cabot Boulevard, formerly Industrial Boulevard (60 feet wide), a corner of other lands now or late of Cabot 95 Trust; thence extending along said Northerly side of Cabot Boulevard North 89 degrees 18 minutes 00 seconds East, 332.00 feet to a point; a corner of other lands now or late of Cabot 95 Trust; thence extending along the same crossing the Southerly side of Cabot Boulevard along the centerline of a certain 30 feet "Drainage and Utility Easement" crossing over the bed of a certain 32 feet "Railroad Easement", South 04 degrees 41 minutes 00 seconds East, 958.44 feet to a point on the Southerly side of said 32 feet "Railroad Easement", also being the Northerly side of Right of Way line of property now or late of Penn Central Railroad, which point is at the distance of 925.00 feet measured South 86 degrees, 02 minutes 00 seconds West along said Right of Way line from a monument set on said Right of Way line; thence extending along the same, South 35 degrees 19 minutes 00 seconds West, 879.69 feet to a point, a corner of lands now or late of Cabot 95 Trust aforesaid, which point is at the distance of 437.45 feet measured North 86 degrees 02 minutes 00 seconds East along said Right of Way line from another monument set on said Right of Way line; thence leaving said Right of Way line and extending along said other land of Cabot 95 Trust along the center line of another certain 30 feet wide "Drainage and Utility Easement" North 04 degrees 41 minutes 00 seconds West, 1022.27 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NO. 13-3-8-7

BEING the same premises which Gerald W. Blakeley, Jr., Daniel G. Wheeler, John M. Hines and Pearl F. Hellmuth, as Trustees of Cabot 95 Trust by Deed dated 4/14/72 and recorded 4/17/72 in the County of Bucks in Deed Book 2033 page 9, conveyed unto Jorgensen Steel Company, a Delaware Corporation, in fee.

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Site 23
2030 West Commerce Street
Dallas, Texas 75208
Dallas County

SCHEDULE A

Being a tract of 9.34 acres of land net in the DAVID HUNTER SURVEY, ABST. NO. 606, Dallas County, Texas, and being out of the Southwest corner of the Sam Dealey tract recorded in Vol. 365, Page 329, of the Deed Records of Dallas County, Texas, described as follows:

BEGINNING at the point of intersection of the South line of West Commerce Street (60 ft wide) with the West line of said Dealey tract;

THENCE in a Southeasterly direction along said South line of West Commerce as follows:

1st. South 84 degrees 13 minutes East 156.17 feet to the beginning of a curve to the left that has a Central Angle of 6 degrees 08 minutes and a Radius of 2030 feet;

2nd. around said curve to the left a distance of 217.31 feet to the end of said curve;

3rd. North 89 degrees 39 minutes East 36.86 feet;

THENCE South 1080.6 feet to a point in the Northeast line of the Lone Star Cement Co. tract recorded in Vol. 1551, Page 72, Deed Records, Dallas County, Texas, said Northeast line being a concrete post fence line;

THENCE North 64 degrees 59 minutes West along said Northeast line 451.53 feet to a concrete fence corner post, same being the present Southwest corner of said Dealey tract;

THENCE North along said West line of the Dealey tract 915.41 feet to the point of beginning and containing 9.34 acres of land net.

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Site 24
5311 Clinton Drive
Houston, Texas 77020
Harris County

SCHEDULE A

TRACT IA:

That certain tract of land lying North of Clinton Drive and South of the Texas and New Orleans Railroad (Clinton Branch) in the City of Houston, and described by metes and bounds as follows:

BEGINNING at a 1/2 inch square Head Bolt at the intersection of the center lines of Clinton Drive and Lockwood Drive;

THENCE North 71 deg. 10-1/2 min. West 55.1 to a point in the pavement;

THENCE North 18 deg. 49-1/2 min. East 40.0 to the intersection of the North property line of Clinton Drive and the West property line of Lockwood Drive;

THENCE North 71 deg. 10-1/2 min. West 895.43 feet along the North property line of said Clinton Drive to a 3/4 inch iron pipe;

THENCE with a curve to the left with a Radius of 517.93 feet along the North property line of said Clinton Drive 150.88 feet to a 3/4 inch Iron Pipe for the Southeast corner of and the beginning corner of this tract containing 1686.17 sq. ft. and the southwest corner of a 97029.8 sq. ft. tract deeded to Earl M. Jorgenson Co. which iron pipe is 40.0 feet at right angle from the center line of Clinton Drive;

THENCE from said beginning corner, continuing with said curve to the left with Radius of 517.93 feet along the North property line of said Clinton Drive, 19.00 feet to a 3/4 inch iron pipe for corner in the North line of said Clinton Drive;

THENCE North 89 deg. 58-1/2 min. West 323.72 feet along the north property line of said Clinton Drive to a 3/4 inch iron pipe for corner;

THENCE with a curve to the right with a radius of 341.8 feet along the North property line of said Clinton Drive to a 3/4 inch iron pipe, being the southwest corner of the herein described tract, and the southeast corner of the Burbank Barrall and Drum Co. tract;

THENCE North 0 deg. 07 West 436.78 feet along a fence on the east line of said Burbank Barrall and Drum Co. tract, an iron pipe for corner set 8.5 feet from the center line of a Spur Tract, continuing 6.6 feet to a total distance of 4443.58 feet to the South right of way line of the main tract of the T. & N.O. Railroad (Clinton Branch);

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SITE 24 - page 2

THENCE with the South right of way line of the said T. & N. O.R.R. (Clinton Branch) along a curve to the right with a radius of 3705 feet in a southeasterly direction at 24.41 feet set an iron pipe 8.5 feet at right angles to the center line of said Spur Tract, continuing with said curve 418.91 feet, a total distance of 443.32 feet to an iron pipe set for the northeast corner of this tract, being the northwest corner of the said Earle M. Jorgenson Co. 97029.8 sq. ft. tract;

THENCE South 0 deg. 46-1/2 min. West 337.0 feet along the West line of the said Earle M. Jorgenson Co. tract to the PLACE OF BEGINNING; together with all improvements situated thereon.

SAVE AND EXCEPT a tract containing 77.55 square feet out of the Northwest corner of this tract occupied by a Spur of the T. & N. O.R.R. leaving a net of 168.617 square feet or 3.8707 acres.

TRACT II:

That certain tract of land described in deed dated June 14, 1955, from Victor W. Farris to Farris Industrial Corporation of Texas, recorded in Volume 2970, Page 94, of the Deed Records of Harris County, Texas, as surveyed and stated on the ground on November 16, 1960, by E.H. VIDYAND, Civil Engineer, Reg. Prof. Engineer No. 1002, Reg. Public Surveyor No. 17, as follows:

42,841.78 square feet of land (0.9815 acres) out of Lot 7, Upper Tier of the Harris and Wilson Two-League Grant, City of Houston, Harris County, Texas, and being the same property conveyed to Farris Industrial Corporation of Texas by Victor W. Farris by deed dated June 14, 1955, and recorded in the Deed Records of Harris County, Texas, and said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch iron pipe in the North line Clinton Drive (said pipe marking the Southeast corner of the herein described tract) located at the intersection of the Westerly line of a 25 foot railroad easement and being further located as North 71 degrees 10 minutes 30 seconds West, a distance of 175.35 feet from the intersection of the North line of Clinton Drive and the West line of Lockwood Drive;

THENCE North 71 degrees 10 minutes 30 seconds West with the North line of Clinton Drive, a distance of 182.64 feet to a 2 inch galvanized iron pipe post marking the Southwest corner of the herein described tract;

THENCE North 00 degrees 46 minutes 30 seconds East with a fence line marking the West line of the herein described tract, a distance of 295.0 feet to a 3/4 inch iron pipe marking the Northwest corner of this tract;

THENCE South 89 degrees 13 minutes 30 seconds East a distance of 36.09 feet to a 3/4 inch iron pipe marking the Northeast corner of this tract located in the Westerly line of the above mentioned 25 foot railroad easement;

THENCE a Southeasterly direction with the Westerly line of said easement and a curve to the right having a radius of 325.80 feet, (the chord of which bears South 36 degrees 50 minutes 00 seconds East, a distance of 120.70 feet) a distance of 121.40 feet to a 3/4 inch iron pipe marking a point of tangency;

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SITE 24 - page 3

THENCE South 26 degrees 09 minutes 30 seconds East, continuing with the Westerly line of said easement, a distance of 70.20 feet to a 3/4 inch iron pipe marking the point of curve of a curve to the right;

THENCE in a Southerly direction continuing with the Westerly line of said easement, and said curve to the right, the radius of which is 325.80 feet and having a chord which bears South 8 degrees 39 minutes 00 seconds East a distance of 196.03 feet, a distance along said curve of 199.11 feet to the PLACE OF BEGINNING.

Property of Cook County Clerk's Office

3946393

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Site 25
8531 E. Marginal Way S.
Seattle, Washington 98108
King County

SCHEDULE A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE JOHN BUCKLEY DONATION LAND CLAIM IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF EAST MARGINAL WAY AT ITS POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 1,497.9 FEET SOUTH OF THE NORTH LINE OF SAID LAND CLAIM AND RUNNING THENCE ALONG THE WEST LINE OF SAID EAST MARGINAL WAY NORTH 23°40'40" WEST 562.84 FEET;
THENCE NORTH 64°49'45" WEST 186.84 FEET;
THENCE SOUTH 89°39'25" WEST 434.79 FEET;
THENCE SOUTH 0°20'35" EAST 348.52 FEET;
THENCE SOUTH 89°39'25" WEST 490 FEET;
THENCE SOUTH 0°20'35" EAST 80.82 FEET;
THENCE SOUTH 89°39'25" WEST 85.00 FEET, TO A POINT IN THE EASTERLY LINE OF THE RIGHT-OF-WAY OF COMMERCIAL WATERWAY NO. 1, KNOWN AS DUWAMISH WATERWAY;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1969.12 FEET, FOR A CHORD DISTANCE SOUTH 18°21'22" EAST 174.49 FEET;
THENCE NORTH 89°45'34" EAST 558.82 FEET;
THENCE SOUTH 00°20'35" EAST 1.00 FEET;
THENCE NORTH 89°39'25" EAST 789.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
(BEING KNOWN AS THE "U.S.N. NOBS 88 TRACT");

PARCEL B:

THAT PORTION OF JOHN BUCKLEY DONATION CLAIM NO. 42, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF EAST MARGINAL WAY AND A LINE (THE SOUTHERLY LINE OF BOEING AIRPLANE COMPANY PLANT 2) WHICH IS 825 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID DONATION CLAIM;
THENCE ALONG SAID SOUTHWESTERLY LINE OF EAST MARGINAL WAY, SOUTH 23°40'40" EAST, 170 FEET, MORE OR LESS, TO A CORNER OF

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SITE 25 - page 2

THE TRACT OF LAND DESCRIBED IN AN APPENDIX TO THE COPY OF THE AMENDED CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND ISAACSON IRONWORKS, INC., DATED AUGUST 7, 1941 AND KNOWN AS CONTRACT NOBS-88 THAT IS RECORDED IN VOLUME 2392 OF DEEDS, PAGE 428, OF THE RECORDS OF THE AUDITOR OF SAID COUNTY;

THENCE ALONG THE LINE OF SAID LAST MENTIONED TRACT OF LAND, THE FOLLOWING 5 COURSES AND DISTANCES: (1) NORTH 64°49'45" WEST 186.84 FEET TO A POINT IN A LINE WHICH IS PARALLEL TO, AND 900.7 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID DONATION CLAIM; (2) ALONG SAID LINE PARALLEL TO, AND 900.7 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID DONATION CLAIM, SOUTH 89°39'25" WEST 434.79 FEET; (3) SOUTH 0°20'35" EAST 343.52 FEET; (4) SOUTH 89°39'25" WEST 490 FEET; AND (5) SOUTH 0°20'35" EAST 80.82 FEET;

THENCE SOUTH 89°39'25" WEST 86 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF COMMERCIAL WATERWAY NO. 1, KNOWN AS DUWAMISH WATERWAY;

THENCE NORTHWESTERLY, ALONG SAID EASTERLY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 1969.12 FEET, 577 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID EASTERLY LINE AND THE ABOVE MENTIONED LINE WHICH IS 825 FEET SOUTHERLY OF AND PARALLEL TO SAID NORTHERLY LINE OF SAID DONATION CLAIM; THENCE ALONG SAID ABOVE MENTIONED LINE (BEING ALSO ALONG THE ABOVE MENTIONED SOUTHERLY LINE OF BOEING AIRPLANE COMPANY PLANT 2), NORTH 89°39'25" EAST 1386 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHWESTERLY LINE OF EAST MARGINAL WAY, THE POINT OF BEGINNING.

BOTH SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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Site 26
5964 Sixth Avenue S.
Seattle, Washington 98108
King County

SCHEDULE A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON,
COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT "L" OF JOSEPH R. MCLAUGHLINS WATER
FRONT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 28; AND THAT
PORTION OF THE ABANDONED BED OF THE DUWAMISH RIVER IN THE
SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 4
EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE POINT ON A CURVE IN THE EASTERLY MARGIN OF
MAYNARD AVENUE SOUTH FROM WHICH THE CENTER OF SAID CURVE
BEARS SOUTH 78°20'19" WEST, 380.00 FEET, SAID POINT BEING
77.41 FEET NORTHERLY OF THE POINT OF TANGENCY OF THE CURVE
WHEN MEASURED ALONG THE ARC OF SAID CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT AN ARC
DISTANCE OF 120.00 FEET TO POINT "A", AS HEREIN DESIGNATED,
FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 60°14'43"
WEST 380.00 FEET, SAID POINT "A" BEING ON THE SOUTHERLY
BOUNDARY OF A PROPOSED RAILROAD INDUSTRIAL TRACT RIGHT-OF-
WAY;
THENCE ALONG SAID SOUTHERLY BOUNDARY AND ALONG THE WESTERLY
BOUNDARY OF ANOTHER PROPOSED RAILROAD INDUSTRIAL TRACT TO
POINT "B" AS HEREIN DESIGNATED AS FOLLOWS:

BEGINNING AT SAID POINT "A";
THENCE ALONG A CURVE TO THE LEFT, FROM WHICH THE CENTER OF
THE CURVE BEARS NORTH 26°28'37" WEST 297.94 FEET, AN ARC
DISTANCE OF 93.89 FEET TO A POINT OF TANGENCY;
THENCE NORTH 44°31'59" WEST 1.50 FEET;
THENCE NORTH 45°28'01" EAST 115.02 FEET;
THENCE SOUTH 44°31'59" EAST 1.50 FEET TO A POINT ON A CURVE,
SAID POINT BEING THE P.C. OF A CURVE FROM WHICH THE CENTER
OF SAID CURVE BEARS NORTH 44°31'59" WEST 297.94 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF
138.87 FEET TO AN INTERSECTION WITH ANOTHER CURVE FROM WHICH
THE CENTER OF THAT CURVE BEARS NORTH 84°54'53" EAST 369.26
FEET;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT WITH A RADIUS
OF 369.26 FEET, AN ARC DISTANCE OF 118.83 FEET, TO A POINT
OF TANGENCY;

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SITE 26 - page 2

THENCE NORTH 66°28'36" EAST 1.50 FEET;
THENCE SOUTH 23°31'24" EAST 81.93 FEET;
THENCE SOUTH 66°28'36" WEST 1.50 FEET TO A POINT ON A
CURVE, SAID POINT BEING THE P.C. OF A CURVE FROM THE CENTER
OF SAID CURVE BEARS SOUTH 66°28'36" WEST 627.27 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 627.27
FEET, AN ARC DISTANCE OF 60.00 FEET TO SAID POINT "B";
THENCE SOUTH 66°39'39" WEST 296.49 FEET TO THE POINT OF
BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Together with the benefit, if any, of the easement for
ingress and egress contained in the Agreement, dated as
of June 29, 1965, among Crucible Center Company, Jack A.
Benaroya Company, and Oregon-Washington Railroad &
Navigation Company recorded on March 14, 1967 as No.
6149689.

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Site 32
1323 Adams
St. Charles, Illinois 60174
Kane County

SCHEDULE A

The land is described as follows:

LOT 64 IN PHASE NO. 1, CAMBRIDGE, ST. CHARLES, IN THE CITY OF ST.
CHARLES, KANE COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Site 33
6N584 Juniper
St. Charles, Illinois 60174
Kane County

SCHEDULE A

The land is described as follows:

LOT 12 OF HEDGEROW FARMS, UNIT NO. 1, IN THE TOWNSHIP OF CAMPTON,
KANE COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Site 35
4300 E. North Lake Court
Charlotte, North Carolina 28216
Mecklenburg County

SCHEDULE A

Approximately 24,000 square feet out of a larger warehouse building situated on a tract of ground, the legal description of which is:

That certain tract or parcel of land located in Long Creek Township, Mecklenburg County, North Carolina, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING of the property herein described, begin at the northerly terminus of the 20 foot radius connecting the northwesterly margin of the right of way of NorthPark Boulevard with the westerly margin of the right of way of NorthLake Court as shown on a map recorded in Map Book 21 at page 472 in the Mecklenburg Registry, and run thence along said margin of NorthLake Court in two calls as follow: (1) N. 67-11-02 W. 61.01 feet to a point; thence (2) in a northerly direction with the arc of a circular curve to the right having a radius of 389.58 feet (and a chord course and distance of N. 41-33-53 W. 336.9 feet) an arc distance of 348.39 feet to a new iron pin, the TRUE POINT OR PLACE OF BEGINNING; said Beginning Point being the northeasterly corner of the property conveyed to Crow-Klein-Wyatt #2 Limited Partnership from Crow-Childress-Klein #11 by deed recorded in Book 5403 at page 642 in the Mecklenburg Registry, and running thence from said Beginning Point with a line of the aforesaid property of Crow-Klein-Wyatt #2 Limited Partnership (now or formerly) S. 83-04-31 W. 465.69 feet to a point; thence N. 06-02-30 W. 1,268.11 feet to a point, the northwesterly corner of the property conveyed to Crow-Childress-Klein #11 from Hyde Park East Associates, Inc. by deed recorded in Book 5019 at page 41 in the Mecklenburg Registry; thence with two lines of the property of Hyde Park East as shown on a map recorded in Map Book 19 at page 446 in the Mecklenburg Registry as follow: (1) N. 65-50-12 E. 148.03 feet to a point; thence (2) N. 64-53-45 E. 163.75 feet to a concrete monument located in the westerly margin of the right of way Edinborough Drive; thence with the aforesaid westerly margin of the right of way of Edinborough Drive S. 44-04-41 E. 119.75 feet to an existing iron pin; thence along the southeasterly terminus of the right of way of Edinborough Drive and continuing, N. 45-55-50 E. 87.10 feet to a new iron pin; thence S. 35-53-13 E. 105.26 feet to a new iron pin; thence S. 06-03-03 E. 378.05 feet to a new iron pin; thence N. 84-19-12 E. 13.58 feet to a new iron pin; thence in a southeasterly direction with the arc of a circular curve to the right having a radius of 62.5 feet (and a chord course and distance of S. 54-45-46 E. 86.66 feet) an arc distance of 95.75 feet to a new iron pin; thence S. 11-25-04 E. 21.58 feet to a new iron pin; thence S. 17-10-16 E. 19.55 feet to a new iron pin located in the northerly margin of the right of way of NorthLake Court; thence with the northerly and westerly margin of the right of way of NorthLake Court in six calls as follow: (1) with the arc of a circular

curve to the left having a radius of 80.42 feet (and a chord course and distance of S. 63-13-46 W. 107.12 feet) an arc distance of 117.22 feet to a point; thence (2) with the arc of a circular curve to the left having a radius of 203.05 feet (and a chord course and distance of S. 01-03-16 W. 141.68 feet) an arc distance of 144.72 feet to a point; thence (3) S. 19-21-53 E. 73.98 feet to a point; thence (4) with the arc of a circular curve to the right having a radius of 413.01 feet (and a chord course and distance of S. 10-21-43 E. 129.26 feet) an arc distance of 123.79 feet to a point; thence (5) S. 01-21-34 E. 274.80 feet to a point; thence (6) with the arc of a circular curve to the left having a radius of 389.58 feet (and a chord course and distance of S. 08-39-08 E. 98.91 feet) an arc distance of 99.18 feet to the POINT OR PLACE OF BEGINNING; containing 632,482 square feet or 14.5198 acres, as shown on a survey of NorthPark VI for Trammell Crow Company by R. B. Pharr & Associates, P.A., dated September 5, 1980, as last revised November 9, 1988 (File No. W-1114).

This conveyance is made subject to all easements and restrictions of record affecting title to the above described property including, without limitation, the 10 foot public storm sewer easement at the northerly end of NorthLake Court as shown on the map recorded in Map Book 22 at page 27 in the Mecklenburg Registry and all utility lines over, under or across the Property.

There is included in this conveyance the right to tap onto all such utility lines and to use such easements in common with others entitled thereto; and there is further included in this conveyance:

1. An easement over and across the following described Drainage Easement Areas, and the right to use the same for the purposes of constructing and maintaining storm drainage pipes and appurtenant facilities, and discharging surface and storm waters onto the Grantor's property adjoining such Drainage Easement Areas:

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Drainage Easement Area No. 1:

To find the Beginning Point of Drainage Easement Area No. 1, begin at an existing iron pin located at the southwesterly terminus of the right of way of Edinborough Drive and run thence with three lines of the 14.5198 acre tract of land hereinabove described and conveyed (the "Property") in three calls as follow: (1) N. 45-55-50 E. 87.10 feet to a new iron pin; thence (2) S. 35-53-13 E. 105.26 feet to a new iron pin; thence (3) S. 06-00-03 E. 159.80 feet to the Point or Place of Beginning; and running thence from said Beginning Point N. 62-43-22 E. 135.69 feet to a point; thence S. 27-16-38 E. 20 feet to a point; thence S. 62-43-22 W. 143.48 feet to a line of the Property; thence with said line of the Property N. 06-00-03 W. 21.46 feet to the Point or Place of Beginning.

Drainage Easement Area No. 2:

To find the Beginning Point of Drainage Easement Area No. 2, begin at an existing iron pin located at the southwesterly terminus of the right of way of Edinborough Drive and run thence with three lines of the 14.5190 acre tract of land hereinabove described and conveyed (the "Property") in three calls as follow: (1) N. 45-55-50 E. 87.10 feet to a new iron pin; thence (2) S. 35-53-13 E. 105.26 feet to a new iron pin; thence (3) S. 06-00-03 E. 378.50 feet to a new iron pin, the Point or Place of Beginning; and running from said Beginning Point with a line of the Property N. 84-19-12 E. 1.73 feet to a point; thence N. 17-52-40 E. 79.97 feet to a point; thence N. 72-07-20 W. 20 feet to a point; thence S. 17-52-40 W. 39.06 feet to a point located on a line of the Property; thence with said line of the Property S. 06-00-30 E. 45.49 feet to a new iron pin, the Point or Place of Beginning.

2. An easement over and across the following described Sanitary Sewer Easement Area and the right to use the same for the purpose of constructing, operating, and maintaining a sanitary sewer line and appurtenant equipment together with the right to tap onto the sewer line located within the 15 foot sanitary sewer right of way located on the Grantor's Property and shown on the plat recorded in Map Book 22 at page 77 in the Mecklenburg Registry:

To find the Beginning Point of the Sanitary Sewer Easement Area, begin at an existing iron pin located at the southwesterly terminus of the right of way of Edinborough Drive and run thence with three lines of the Property in three calls as follow: (1) N. 45-55-50 E. 87.10 feet to a new iron pin; thence (2) S. 35-53-13 E. 105.26 feet to a new iron pin; thence (3) S. 06-00-03 E. 378.50 feet to a new iron pin;

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thence (4) N. 84-19-12 E. 13.58 feet to a new iron pin; thence (5) with the arc of a circular curve to the right having a radius of 62.5 feet (and a chord course and distance of S. 54-45-46 E. 86.66 feet) an arc distance of 95.75 feet to a new iron pin; thence (6) S. 11-25-04 E. 20.07 feet to the Point or Place of Beginning; and running thence N. 77-55-36 E. 130.76 feet to a point; thence S. 17-29-06 E. 15.07 feet to a point; thence S. 77-55-36 W. 131.00 feet to a point located on a line of the Property; thence with two lines of said Property in two calls as follow: (1) N. 17-10-16 W. 13.55 feet to a point; thence (2) N. 11-25-04 W. 1.51 feet to the Point or Place of Beginning.

The Drainage Easement Areas and the Sanitary Sewer Easement Area are as shown on the aforesaid survey by R. B. Pharr & Associates, last revised November 9, 1988.

This conveyance is further made subject to an easement for a joint non-exclusive and common drive for the use and benefit of the owners and occupants of the Property and the lands adjoining the Property along its southerly boundary (the "Adjoining Property") as described in a Deed dated January 9, 1987, recorded in Book 5403 at page 642 in the Mecklenburg Registry ("NorthPark II Deed") from Grantor herein to Crow-Klein-Wyatt #2 Limited Partnership (the "Adjoining Owner") such easement, for the purposes of access, ingress, egress and regress, being over and across that certain strip or parcel of land fifteen feet in width along, contiguous with and to the north of the southerly line of the Property, said strip of land having a length of three hundred seventy feet extending in a westerly direction from the westerly margin of the right of way of NorthLake Court; the southerly boundary of such three hundred seventy foot long easement being the southerly boundary of the Property and the easterly boundary of such fifteen foot wide easement being the westerly margin of the right of way of NorthLake Court; all as shown as part of a "30' Driveway Easem't" on the aforesaid survey by R. B. Pharr & Associates (such easement being hereinafter referred to as the "Easement").

In the NorthPark II Deed, Grantor herein reserved for itself, its successors and assigns an easement for a joint non-exclusive and common drive over the Adjoining Property, and there is now included in this conveyance such easement as was reserved by the Grantor in the NorthPark II Deed for a joint non-exclusive and common drive for the use and benefit of the owners and occupants of the Property and the Adjoining Property; such easement for the purpose of access, ingress, egress and regress being over and across that certain strip or parcel of land fifteen feet in

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width, contiguous with and to the south of the southerly line of the Property, said strip of land having a length of three hundred seventy feet extending in a westerly direction from the westerly margin of the right of way of NorthLake Court; the northerly boundary of such three hundred seventy foot long easement being the southerly boundary of the Property and the easterly boundary of such fifteen foot wide easement being the westerly margin of the right of way of NorthLake Court; all as shown as part of a "30' Driveway Esm't" on the aforesaid survey by R. B. Pharr & Associates (such easement being hereinafter referred to as the "Appurtenant Easement"), such Appurtenant Easement, together with the Easement being jointly and severally referred to below as the "Easement Area".

The Grantee, by its acceptance hereof, and the Grantor, hereby agree to the following (hereinafter referred to as the "Maintenance Agreement"): (1) the Easement Area and any drive constructed thereon, shall be maintained jointly and equally by the Grantor, its successors and assigns, and the Grantee, its successors and assigns; (2) in the event that either the Property or the Adjoining Property is owned by any Trammell Crow related entity (including, without limitation, a partnership or other entity in which the Grantor or the principals of the Grantor retain an ownership interest), then such owner shall make such repairs to the Easement Area and any drive constructed thereon as shall be reasonably required in the sole opinion of such owner, in which event such owner making such repairs shall be entitled to reimbursement from any other owner adjoining the Easement Area equivalent to one-half of the cost of such repairs; (3) if the Property or the Adjoining Property shall be owned by a party or parties other than any Trammell Crow related entity (as defined above), and in the event that in the opinion of any such owner repairs shall become necessary, then any such owner shall be entitled to undertake such repairs and whichever party performs such repairs shall be entitled to reimbursement from the non-repairing party or parties equivalent to one-half of the cost of such repairs; (4) in any event, if either the Grantor or the Grantee should disagree or refuse to contribute one-half of the expense of any such repairs as required hereunder, then and in such event the owner making such repairs shall be entitled to maintain an action at law to recover one-half of the cost of such maintenance and to recover 100% of any of its other costs in connection with the enforcement hereof, including its attorneys' fees incurred; and provided, further, the easement and right to use granted herein and the Maintenance Agreement shall be a covenant running with the land and shall remain in full force and effect and be binding upon the parties hereto, their heirs, successors and assigns; and provided, further, that if either the

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Grantor or the Grantee shall default in the payment of its or their share of the costs of the Maintenance Agreement due and payable by such owner, as set forth above, such share remaining unpaid by such owner shall become a lien upon the property of such defaulting owner which shall adjoin the Easement Area, which lien shall be a statutory lien governed by Chapter 44A of the North Carolina General Statutes, enforceable as set forth therein, and, insofar as the law allows, an equitable lien upon such property of such defaulting owner, enforceable as such liens may be enforced, including, without limitation, by any equitable remedies available. The agreements contained herein shall bind and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors and assigns.

Cook County Clerk's Office

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Site 37
3737 Troy Street
Denver, Colorado 80239
Denver County

SCHEDULE A

PARCEL 1:

A parcel of land situated in the NW 1/4 of Section 25, Township 3 South, Range 67 West of the 6th P.M., said parcel being a portion of Lot 2, Block 2 of UPLAND NORTH FILING NO. 2, recorded August 27, 1973 in Book 27 at Page 47 of the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, bounded and described as follows:

Commencing at the Southeast corner of Lot 1, Block 2 of UPLAND NORTH FILING NO. 2 recorded August 27, 1973 in Plat Book 27 at Page 47 in the office of the Clerk and Recorder of said City and County; thence Westerly along the Southerly line of said Lot 1, a distance of 453.39 feet to the True Point of Beginning, said point also being the Northwest corner of that parcel of land heretofore conveyed from the Union Pacific Land Resources Corporation to Kilsby Tubesupply Company by Warranty Deed dated March 25, 1974, U.P.L.R.C. D.A. No. 1199; thence continuing Westerly along said Southerly line, a distance of 140.69 feet; thence Southerly along a line, on an angle deflecting to the left from the last described line of 90 degrees, a distance of 10.0 feet to the beginning of a circular curve concave Southerly, having a radius of 451.43 feet; thence Easterly along said curve through a central angle of 12 degrees 33'01", an arc distance of 98.88 feet to the beginning of a reverse curve concave Northeasterly having a radius of 471.43 feet; thence Southeasterly along said curve through a central angle of 5 degrees 11'11", an arc distance of 42.67 feet to a point on the Westerly line of that aforementioned parcel of land conveyed by Union Pacific Land Resources Corporation to Kilsby Tubesupply Company; thence Northerly along said Westerly line of said deeded parcel, a distance of 28.2 feet to the True Point of Beginning.

CITY AND COUNTY OF DENVER
STATE OF COLORADO

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PARCEL 11:

A parcel of land situated in the NW 1/4 of Section 25, Township 3 South, Range 67 West of the 6th P.M., said parcel being a portion of Lot 2, of Block 2 of UPLAND NORTH FILING NO. 2 recorded August 27, 1973 in Book 27 at Page 47, in the office of the Clerk and Recorder of said City and County, and an unplatted portion of said NW 1/4 of Section 25, said parcel bounded and described as follows:

Beginning at the Southeast corner of Lot 1, Block 2 of said UPLAND NORTH FILING NO. 2; thence Westerly along the Southerly line of said Lot 1 and its westerly extension, a distance of 453.39 feet; thence Southerly along a line on an angle deflecting to the left from the last described line of 88 degrees 48'23", a distance of 289.04 feet to the Northerly line of 37th Avenue, said Avenue heretofore conveyed by the Union Pacific Railroad Company to the City and County of Denver by a Bargain and Sale Deed dated July 17, 1967, Audit No. L-469; thence Easterly along the Northerly line of 37th Avenue on an angle deflecting to the left from the last described line of 90 degrees, a distance of 483.39 feet to the Westerly line of Troy Street, said street heretofore conveyed by the Union Pacific Railroad Company to the City and County of Denver by said Bargain and Sale Deed dated July 17, 1967; thence Northerly along the Westerly line of Troy Street on an angle deflecting to the left from the last described line of 95 degrees 45'30", a distance of 300.0 feet to the point of beginning.

CITY AND COUNTY OF DENVER
STATE OF COLORADO

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Site 38
2401 25th Avenue
Franklin Park, Illinois 60131
Cook County

SCHEDULE A

The land is described as follows:

PARCEL 1:

THE NORTH 394.0 FEET OF THE SOUTH 444.0 FEET OF THE EAST 606.40 FEET OF THE WEST 660.40 FEET OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTH WEST 1/4, SAID POINT BEING 660.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 660.40 FEET OF SAID SOUTH WEST 1/4, 50.0 FEET TO THE NORTH LINE OF FULLERTON AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, 372.0 FEET; THENCE NORTH 90 DEGREES WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, 153.0 FEET; THENCE SOUTHWESTERLY 38.93 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 405.0 FEET OF SAID SOUTH WEST 1/4, SAID POINT BEING 188.16 FEET WEST OF THE EAST LINE OF THE WEST 660.40 FEET OF SAID SOUTH WEST 1/4; THENCE SOUTH 00 DEGREES EAST 354.99 FEET TO THE NORTH LINE OF SAID FULLERTON AVENUE; THENCE SOUTH 90 DEGREES EAST, ALONG SAID NORTH LINE OF FULLERTON AVENUE, 191.0 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THE NORTH 1 FOOT OF THE SOUTH 445 FEET OF THAT PART OF THE EAST 605.90 FEET OF THE WEST 659.90 FEET OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A CURVED LINE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 278.94 FEET, SAID CURVED LINE BEING TANGENT TO THE EAST LINE OF THE WEST 659.90 FEET OF SAID SOUTH WEST 1/4 AT A POINT 44.0 FEET NORTH OF THE SOUTH LINE THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND RENEWAL OF SPUR RAILROAD TRACK AS CREATED BY EASEMENT AND AGREEMENT MADE BY AND BETWEEN MOTOROLA, INC., A CORPORATION OF ILLINOIS, AND C.A. ROBERTS COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 13, 1968 AND RECORDED MARCH 19, 1980 AS DOCUMENT 25396246 OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND: THE 9 FEET ON EITHER SIDE OF A LINE EXTENDING FROM THE POINT OF BEGINNING HEREINBELOW SET FORTH TO THE POINT OF ENDING HERE AND BELOW SET FORTH (EXCLUDING THEREFROM, HOWEVER, THE EXCLUSION REFERRED TO BELOW); COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT IS 273.55 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 60 DEGREES 43 MINUTES 30 SECONDS AS MEASURED FROM WEST TO NORTH WEST FROM THE NORTH LINE OF SAID SOUTH 50 FEET, A DISTANCE OF 190 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 403.96 FEET A DISTANCE OF 147.0 FEET TO A POINT OF COMPOUND CURVE WHICH IS THE POINT OF BEGINNING; THENCE WESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 302.16 FEET, TO A POINT OF ENDING ON THE EAST LINE OF THE WEST 660.40 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, THAT IS 430.76 FEET NORTH OF THE SOUTH LINE THEREOF, (EXCEPTING THEREFROM, ANY PART THEREOF LYING WITHIN 9 FEET ON EITHER SIDE OF A LINE COMMENCING AT SAID POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE FIRST DESCRIBED CURVE), IN COOK COUNTY, ILLINOIS.

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Site 33
4015 Westinghouse Boulevard
P.O. Box 7204
Charlotte, North Carolina 28241
Mecklenburg County

SCHEDULE A

The property is situated in the City of Charlotte, County of Mecklenburg, State of North Carolina, and is described as follows:

BEGINNING at an iron pin located in the southerly margin of the right of way of Westinghouse Boulevard (said right of way being 150 feet in width), said iron pin being located South 61 degrees 55 minutes 32 seconds East 720.00 feet measured along said margin of the right of way of Westinghouse Boulevard from an existing concrete monument at the point where said margin of said right of way intersects with Steele Creek Road (said beginning point being also located North 61 degrees 55 minutes 32 seconds West 1154.84 feet from another existing concrete monument in said margin of said right of way);

RUNNING THENCE from said beginning point with said margin of the right of way of Westinghouse Boulevard, South 61 degrees 55 minutes 32 seconds East 718.29 feet to a point, said point being located North 61 degrees 55 minutes 32 seconds West 10.00 feet from an iron pin located at the intersection of the southerly margin of the right of way of Westinghouse Boulevard with the westerly margin of a 60-foot road right of way;

THENCE in a southerly direction with three lines running parallel to and 10.0 feet (measured at right angles) from said margin of said 60-foot right of way as follows:

- (1) South 28 degrees 04 minutes 19 seconds West 193.99 feet to a point;
- (2) Following the arc of a curve to the left (said curve having a radius of 320.00 feet) a distance of 109.74 feet to a point; and
- (3) South 08 degrees 25 minutes 30 seconds West 102.04 feet to a point;

THENCE in a westerly direction with the northerly margin of the right of way of an undeveloped and unopened proposed street (said right of way being 60 feet in width) with three lines as follows:

- (1) North 81 degrees 22 minutes 20 seconds West 542.79 feet to a point;
- (2) Following the arc of a curve to the left (said curve having a radius of 135.00 feet) a distance of 106.03 feet to a point; and
- (3) South 53 degrees 37 minutes 40 seconds West 86.97 feet to a point;

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SCHEDULE A

(continued)

THENCE South 8 degrees 37 minutes 40 seconds West 82.69 feet to a point;

THENCE South 8 degrees 37 minutes 40 West 30.95 feet to an iron pin;

THENCE in a southerly direction and following the arc of a curve to the left (said curve having a radius of 428.34 feet) a distance of 630.23 feet to an iron pin;

THENCE South 75 degrees 38 minutes 53 seconds East 192.04 feet to an iron pin located in the northerly margin of the right of way of Southern Railroad (said right of way being 100 feet in width);

THENCE with said margin of said railroad right of way North 81 degrees 22 minutes 20 seconds West 655.78 feet to an iron pin in said margin of said Railroad right of way;

THENCE North 08 degrees 37 minutes 40 seconds East 449.89 feet to an iron pin;

THENCE North 07 degrees 47 minutes 07 seconds East 60.33 feet to an iron pin;

THENCE North 08 degrees 37 minutes 40 seconds East 459.90 feet to an iron pin;

THENCE North 28 degrees 04 minutes 28 seconds East 553.41 feet to the POINT and PLACE OF BEGINNING.

Provided, however, there is reserved therefrom a right of way for street or road purposes over and across the following described portion of the tract:

BEGINNING at an iron pin in a westerly line of said tract, said pin being located North 08 degrees 37 minutes 40 seconds East 449.89 feet from another iron pin marking the southwesterly corner of said tract (said last mentioned iron pin being located in the northerly margin of the above-mentioned 100-foot right of way of Southern Railroad);

RUNNING THENCE from said beginning point with another westerly line of said tract, North 07 degrees 47 minutes 07 seconds East 60.33 feet to an iron pin that is also located in a westerly line of said tract;

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SCHEDULE A (continued)

THENCE in an easterly direction with two lines as follows:

- (1) Following the arc of a curve to the left (said curve having a radius of 75.00 feet) a distance of 58.90 feet to a point; and
- (2) North 53 degrees 37 minutes 40 seconds East 38.19 feet to a point located at another corner of said tract;

THENCE with a line of said 15.017 acre tract, South 8 degrees 37 minutes 40 seconds West 82.69 feet to another corner of said tract; and

THENCE in a westerly direction following a curve to the right (said curve having a radius of 135.00 feet) a distance of 84.79 feet to the POINT AND PLACE OF BEGINNING.

Property of Cook County Clerk's Office
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Site 40
2060 Enterprise Parkway
Twinsburg, Ohio 44087
Summit County

SCHEDULE A

Situated in the City of Twinsburg, County of Summit and State of Ohio and being part of Original Twinsburg Township Lot No. 6, Tract No. 3 and bounded and described as follows: Beginning on the center line of Darrow Road, (State Route No. 91) at its intersection with the Southerly line of said Original Twinsburg Township Lot No. 6, Tract No. 3; thence South 89 deg. 57 min. 40 sec. West along said Southerly line, 785.00 feet to the principal place of beginning of the premises herein to be described; thence continuing South 89 deg. 57 min. 40 sec. West along said Southerly line 700.00 feet; thence North 0 deg. 51 min. 00 sec. East parallel with the center of Darrow Road, 435.06 feet to the Southerly line of Industrial Parkway West, 60 feet in width, as shown by the Dedication Plat recorded in Plat Book 70, Pages 13 and 14 of Summit County Records; thence North 89 deg. 57 min. 40 sec. East along said Southerly line of Industrial Parkway West, 700.00 feet, thence South 0 deg. 51 min. 00 sec. West parallel with said center line of Darrow Road 435.06 feet to the principal place of beginning.

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Site 41
South Jackson Avenue
Tulsa, Oklahoma 74151
Tulsa County

SCHEDULE A

A part of the South Half of the Northeast Quarter of Section Twenty-six, Township Nineteen North, Range Twelve East, of the Indian Base and Meridian (S/2 NE/4 S26-T19N-R12E), Tulsa County, Oklahoma, according to the U. S. Government survey thereof, more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of the East Half of the Southwest Quarter of the Northeast Quarter (E/2 SW/4 NE/4) of Section Twenty-six (26), said point being 1,321.32 feet South of the North line and 1,994.45 feet West of the East line of said Section 26, Thence South $0^{\circ} 12' 28''$ East, a distance of 794.92 feet, Thence North $89^{\circ} 47' 32''$ East, a distance of 25.00 feet to the point of beginning, Thence North $89^{\circ} 47' 32''$ East, a distance of 869.63 feet to a point on the Westerly right-of-way line, 100.00 feet perpendicularly distant from the main track of the Texas and Pacific Railway, Thence South $7^{\circ} 43' 25''$ East along said Westerly right-of-way line, a distance of 532.46 feet, Thence South $89^{\circ} 52' 50''$ West a distance of 939.28 feet to a point on the East right-of-way line of South Jackson Avenue, Thence North $0^{\circ} 12' 28''$ West along said East right-of-way line, a distance of 526.40 feet, To the point or place of beginning.

Together with the benefits of a Reciprocal Easement and Agreement, dated June 11, 1979, and filed June 13, 1979 in Book 4406, page 408 and a Reciprocal Easement and Agreement, dated August 25, 1982 and filed October 5, 1982 in Book 4642, page 400.

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Site 42
6650 North Ensign Street
Portland, Oregon 97217
Multnomah County

SCHEDULE A

A parcel of land situated in the Northwest one-quarter of Section 17, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being a portion of that certain parcel of land heretofore conveyed to Kilsby Tubesupply Co., as described in Book 1046, page 292, recorded June 16, 1975 and all of that certain parcel of land heretofore conveyed to Kilsby Tubesupply Co., by Warranty Deed as described and recorded in Book 836 page 1139, dated January 17, 1972, Deed Records for Multnomah County, Oregon, being more particularly described as follows:

Commencing at a point in the Northerly right of way line of North Basin Avenue, 80 feet wide, according to City of Portland Ordinance No. 119402, said point (said to be) North 2351.23 feet and West 2593.02 feet from the Southeast corner of Section 17, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon; said point also being the Southeast corner of the Parker Properties Inc. parcel of land as described in Book 2249, page 1076, recorded October 31, 1989, Deed Records for Multnomah County, Oregon; thence North 37°45'00" East along the Easterly line thereof (and its Northerly extension) 172.46 feet to the true point of beginning; thence North 52°15'00" West 275.00 feet to a point in the Easterly line of N. Ensign Street, 60 feet wide; thence along said line North 37°45'00" East 167.51 feet to the Northwest corner of the aforesaid Kilsby Tubesupply Co. parcel of land, being a point in the Southerly right of way line of the Oregon-Washington Railroad & Navigation Co. right of way, 60 feet wide; thence South 47°49'58" East along said line 275.82 feet to the Northeast corner of said Kilsby Tubesupply Co. parcel of land; thence South 37°45'00" West along the Easterly line thereof, 146.27 feet to the true point of beginning.

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SCHEDULE A

Parcel II (Easement)

The easement and other rights granted pursuant to the Agreement to Grant Easement for Parking dated April 4, 1990 by and between Kilsby Roberts Co., an Illinois corporation, and Parker Properties, Inc., a Delaware corporation, with respect to the following real property:

A parcel of land situated in the Northwest 1/4 Section 17, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being the southerly 30.00 feet of that certain parcel of land heretofore conveyed to Kilsby Tubesupply Co., as described in Book 1046 page 292, recorded June 16, 1975, Deed Records for Multnomah County, Oregon, being more particularly described as follows:

COMMENCING at a point in the northerly right of way of North Basin Avenue, 80 feet wide according to City of Portland Ordinance No. 119402, said point (said to be) North 2351.23 and West 2593.02 feet from the southeast corner of Section 17, T1N., R1E., W.M., Multnomah County, Oregon; said point also being the southeast corner of the Parker Properties Inc. parcel of land as described in Book 2249 page 1076, Deed Records for Multnomah County, Oregon; thence North 37°45'00" West along the easterly line thereof 142.46 feet to the southeast corner of the aforesaid Kilsby Tubesupply Co. parcel of land and the TRUE POINT OF BEGINNING; thence North 52°15'00" West along the southerly line thereof 275.00 feet to a point in the easterly line of North Ensign Avenue, 60 feet wide; thence North 37°45'00" East along said line 30.00 feet to a point therein; thence South 52°15'00" East 275.00 feet; thence South 37°45'00" West along the easterly line of said Kilsby-Roberts parcel of land 30.00 feet to the TRUE POINT OF BEGINNING.

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Site 40
Green Lane and Wilson Avenue
Bristol, Pennsylvania 19007
Bucks County

SCHEDULE A

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, Situate in the Township and Borough of Bristol, Bucks County, Commonwealth of Pennsylvania, bounded and described according to a Plan and Survey thereof by VPH Associates, Land Surveyors dated March 23, 1990 as follows, to wit:

BEGINNING at the point of intersection of the northwesterly side of Wood Street (50'-wide) with the northeasterly side of Green Lane, formerly Bloomsdale Road (50'-wide); THENCE extending S. 48°55'00"W., crossing the northeasterly side of Green Lane the distance of 33.49' to a point in the bed of Green Lane; THENCE extending along the bed of Green Lane N.29°50'00"W., the distance of 699.26' to a point; THENCE extending N.31°05'00"E., recrossing aforesaid side of Green Lane, the distance of 78.48' to a point; THENCE extending N.23°19'00"W, the distance of 49.19' to a point; THENCE extending N.31°05'00"E., the distance of 752.68' to a point, a corner of lands now or late of Julian Gancarz; THENCE extending along said land S.41°00'00"E., crossing and recrossing railroad tracks and a cinder drive, the distance of 717.21' to a point a corner of lands now or late of Delaware Packing Co.; THENCE extending along said lands the two following courses and distances:

(1) S.48°55'00"W., the distance of 125.00' to a point and
(2) S.41°00'00"E., the distance of 270.00' to a point on the aforesaid side of Wood Street; THENCE extending along aforesaid side of Wood Street S.48°55'00"W., the distance of 782.73' to the first mentioned point and place of BEGINNING.

BEING the same premises which A.J. Murray and Alma J. Murray, his wife by Deed dated 5/27/76 and recorded 6/4/76 in the County of Bucks in Deed Book 2199 page 291 conveyed unto A.B. Murray Co., Inc. a Delaware Corporation, in fee.

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