



Doc#: 0707844040 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/19/2007 02:46 PM Pg: 1 of 28

Portfolio #2

- (i) PLEASANT VALLEY MHC LLC, a Delaware limited liability company ("Borrower A");
 - (ii) WILLEY OAKS LLC, a Delaware limited liability company ("Borrower B");
 - (iii) SUNNY ACRES ESTATES LLC, a Delaware limited liability company ("Borrower C");
 - (iv) COLONIAL ESTATES MHC LLC, a Delaware limited liability company ("Borrower D"); and
 - (v) TOWN & COUNTRY MHC LLC, a Delaware limited liability company ("Borrower E");
- (Borrower A, Borrower B, Borrower C, Borrower D and Borrower E are hereafter referred to as, individually, a "Borrower" and collectively, the "Borrowers" as the context may require)(Borrower)

to

JPMORGAN CHASE BANK, N.A., as Lender (Lender)

CROSS-COLLATERALIZATION AGREEMENT

Dated: As of March 14, 2007

Locations:

- 2999 McCool road, Portage, Indiana 46568
- 6208 Lawn Avenue, Hodgkins, Illinois 60525
- 200 Franklin Drive, Manteno, Illinois 60950
- 14139 Western Avenue, Blue Island, Illinois 60406
- 815 East Oakton Street, Des Plaines, Illinois 60018

PREPARED BY AND UPON
RECORDATION RETURN TO:

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Stites & Harbison, PLLC
400 West Market Street, Suite 1800
Louisville, Kentucky 40202

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- Permanent Index # ~~22-223300; 22-196200~~ 22-000196220; 22-000120930 PORTER CO. INDIANA
- Permanent Index # 18-21-201-010-0000 COOK CO.
- Permanent Index # (03) 02-10-300-13; (03) 02-10-300-014 YANKAKEE CO.
- Permanent Index # 29-06-306-007-0000; 29-06-306-027-0000; 29-06-306-028-0000; 29-06-306-029-0000; 29-06-306-030-0000 COOK CO.
- Permanent Index # 09-29-100-102-0000 COOK CO.

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CROSS-COLLATERALIZATION AGREEMENT

THIS CROSS-COLLATERALIZATION AGREEMENT ("Agreement") is made as of the 14th day of March, 2007, by (i) PLEASANT VALLEY MHC LLC, a Delaware limited liability company ("Borrower A"); (ii) VALLEY OAKS LLC, a Delaware limited liability company ("Borrower B"); (iii) SUNNY ACRES ESTATES LLC, a Delaware limited liability company ("Borrower C"); (iv) COLONIAL ESTATES MHC LLC, a Delaware limited liability company ("Borrower D"); and (v) TOWN & COUNTRY MHC LLC, a Delaware limited liability company ("Borrower E"). (Borrower A, Borrower B, Borrower C, Borrower D and Borrower E are hereafter referred to as, individually, a "Borrower" and collectively, the "Borrowers" as the context may require), each having its principal place of business at 6547 North Avondale Ave., Suite 301, Chicago, Illinois 60631, in favor of JPMORGAN CHASE BANK, N.A., a national banking association, having its principal place of business at 270 Park Avenue, New York, New York County, New York 10017 ("Lender").

RECITALS:

A. Borrowers are indebted to Lender by the following promissory notes of even date herewith given to Lender in the following principal sums in lawful money of the United States of America (together with all extensions, renewals, modifications, substitutions and amendments thereof, each individually a "Note" and, collectively the "Notes"), with interest from the date thereof at the rates set forth in the Notes, and with principal and interest to be payable in accordance with the terms and conditions provided in the Notes, and with the following maturity dates:

1. A Fixed Rate Note ("Note A") from Borrower A, payable to the order of Lender, in the original principal sum of \$8,648,000.00, with a maturity date of April 1, 2017; and
2. A Fixed Rate Note ("Note B") from Borrower B, payable to the order of Lender, in the original principal sum of \$5,680,000.00, with a maturity date of April 1, 2017; and
3. A Fixed Rate Note ("Note C") from Borrower C, payable to the order of Lender, in the original principal sum of \$4,650,000.00, with a maturity date of April 1, 2017; and
4. A Fixed Rate Note ("Note D") from Borrower D, payable to the order of Lender, in the original principal sum of \$5,280,000.00, with a maturity date of April 1, 2017; and
5. A Fixed Rate Note ("Note E") from Borrower E, payable to the order of Lender, in the original principal sum of \$13,280,000.00, with a maturity date of April 1, 2017.

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B. Borrowers have entered into the following Mortgage and Security Agreements, of even date herewith (together with all amendments and supplements thereto, each individually a "Security Instrument" and collectively, the "Security Instruments"):

1. A Mortgage and Security Agreement of even date herewith from Borrower A to or for the benefit of Lender, encumbering the property ("Property A") more fully described on Schedule A attached hereto; and

2. A Mortgage and Security Agreement of even date herewith from Borrower B to or for the benefit of Lender, encumbering the property ("Property B") more fully described on Schedule B attached hereto; and

3. A Mortgage and Security Agreement of even date herewith from Borrower C to or for the benefit of Lender, encumbering the property ("Property C") more fully described on Schedule C attached hereto; and

4. A Mortgage and Security Agreement of even date herewith from Borrower D to or for the benefit of Lender, encumbering the property ("Property D") more fully described on Schedule D attached hereto; and

4. A Mortgage and Security Agreement of even date herewith from Borrower E to or for the benefit of Lender, encumbering the property ("Property E") more fully described on Schedule E attached hereto.

C. Borrowers have entered into the following Assignments of Leases and Rents of even date herewith (together with all amendments and supplements thereto, each individually an "Assignment" and collectively, the "Assignments"):

1. An Assignment of Leases and Rents of even date herewith from Borrower A in favor of Lender, encumbering Property A; and

2. An Assignment of Leases and Rents of even date herewith from Borrower B in favor of Lender, encumbering Property B; and

3. An Assignment of Leases and Rents of even date herewith from Borrower C in favor of Lender, encumbering Property C; and

4. An Assignment of Leases and Rents of even date herewith from Borrower D in favor of Lender, encumbering Property D; and

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5. An Assignment of Leases and Rents of even date herewith from Borrower E in favor of Lender, encumbering Property E.

D. As a condition to making the Loans (hereinafter defined), Lender requires that each of the Security Documents (hereinafter defined) shall secure all of the Notes and a default under any of the Loans shall constitute a default under all of the Loans.

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers hereby agree as follows:

Incorporation of Recitals. The recitals set forth hereinabove are hereby incorporated herein by this reference with the same force and effect as if fully set forth herein.

ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall have the following definitions:

"**Agreement**" shall mean this Cross-Collateralization Agreement, together with all extensions, renewals, modifications, substitutions and amendments thereof.

"**Assumed Loan**" shall mean any Loan which Borrower proposes to be transferred pursuant to Section 8.3(c) of the applicable Security Instrument and Article 4 of this Agreement.

"**Assumed Loan Property**" shall mean any Property relating to an Assumed Loan.

"**Assumed Note**" shall mean the Note evidencing an Assumed Loan.

"**Assumption Party**" shall mean the transferee of an Assumed Loan Property.

"**Closing Date**" shall mean the date of this Agreement.

"**Code**" shall mean the Internal Revenue Code of 1986, as the same has been or will be amended or supplemented from time to time.

"**Debt Coverage Ratio**" have the meaning given such term in the Security Instruments.

"**Defeased Loan**" shall mean any Loan that has been defeased pursuant to Section 7 of the applicable Note and Article 3 of this Agreement.

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"Defeased Property" shall mean the Property relating to a Defeased Loan.

"Escrowed Funds" shall mean, with respect to each Defeased Property or Assumed Loan (as applicable), five percent (5%) of the initial principal balance of the Loan relating to the Defeased Property or Assumed Property (as applicable); provided however, if Property B and Property D shall be the Defeased Property or Assumed Property (as applicable) there shall be no Escrowed Funds.

"Loan" shall mean any individual loan evidenced by any one of the Notes as the context may require.

"Loans" shall mean collectively, each Loan evidenced by a Note, or any combination or group thereof as the context may require.

"Loan Documents" shall mean, collectively, this Agreement and the "Loan Documents" as such terms are defined in the Security Instruments.

"Obligations" shall mean, collectively, the Obligations as defined in each of the Security Instruments.

"Pool 2" shall mean Properties A, B, C, D and E.

"Properties" shall mean, collectively, the Property as defined in each of the Security Instruments.

"Remaining Loan" or **"Remaining Loans"** shall mean any Loan or Loans other than an Assumed Loan.

"Remaining Properties" shall mean (i) with respect to a defeasance, any Properties other than a Defeased Property and (ii) with respect to an assumption, any Properties which secure payment of the Remaining Loans.

"REMIC Trust" shall mean a "real estate mortgage investment conduit" (within the meaning of Section 860D of the Code) that holds any of the Notes.

"Securitization" shall mean, collectively, the sale by the Lender of all or any portion of a Loan and the applicable Loan Documents, or the issuance of one or more participations therein, or the consummation by Lender of one or more private or public securitizations of rated single- or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or any portion of a Loan and the applicable Loan Documents or a pool of assets that include one of the Loans and the applicable Loan Documents.

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“Security Documents” shall mean, collectively, the Security Instruments and the Assignments.

All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Documents.

ARTICLE 2 - CROSS-COLLATERALIZATION; CROSS-DEFAULT

Section 2.1 CROSS-COLLATERALIZATION AND CROSS-DEFAULT. Each Borrower agrees that the Loans are and will be cross-collateralized and cross-defaulted with each other so that (i) each of the Security Documents shall secure payment and performance of the Obligations and shall constitute security for all of the Notes as if a single blanket lien were placed on all of the Properties as security for all of the Notes; (ii) an Event of Default under any of the Security Documents shall constitute an Event of Default under all of the Security Documents; and (iii) an Event of Default under any of the Notes shall constitute an Event of Default under all of the Notes. Each Borrower hereby mortgages, grants, bargains, sells, pledges, assigns, warrants, transfers and conveys to or for the benefit of Lender a lien on and a security interest in the Properties as security for the Obligations. The final maturity date of the obligation is April 1, 2017.

Section 2.2 BENEFIT TO BORROWERS. Each Borrower acknowledges that it is an affiliate of each other Borrower and that it is ultimately under the common ownership of the same principals. Each Borrower further acknowledges that Lender has made the Loans to Borrowers upon the security of the collective interest in the Properties and in reliance upon the aggregate of the Properties taken together being of greater value as collateral security than the sum of each individual Property taken separately. Each Borrower further acknowledges that the cross-collateralization and cross-default provisions described in Section 2.1 will inure to the benefit of each such Borrower, because Lender would not make the Loans but for the Borrowers' acceptance of such provisions.

ARTICLE 3 - DEFEASANCE

Section 3.1 DEFEASANCE. Notwithstanding anything contained in the Loan Documents to the contrary, each Borrower shall only be permitted to defease a Loan pursuant to Section 7 of each of the Notes, upon the satisfaction of the following conditions (hereinafter, the “Defeasance Criteria”):

- (a) No Event of Default or events which, with the passage of time or the giving of notice or both, would constitute an Event of Default shall have occurred and be continuing;

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(b) All of the requirements of Section 7(c) of the Note shall have been satisfied;

(c) The Remaining Properties shall have a projected Debt Coverage Ratio for the twelve (12) months commencing on the date the Defeased Property is actually released from the lien of the Security Instrument and this Agreement (the "**Defeasance Release Date**") of not less than the greater of (i) 1.18 to 1.0 or (ii) the Debt Coverage Ratio for the Remaining Properties for the twelve (12) months immediately prior to the Defeasance Release Date;

(d) The loan to value ratio (inclusive of the Loans and any other notes or preferred equity secured by the Remaining Properties or by direct or indirect pledges of equity in the Borrowers), as established by a current MAI appraisal prepared by an appraiser approved by Lender, shall not exceed the lesser of (i) 80%, or (ii) the loan to value ratio for the Remaining Properties immediately prior to the Defeasance Release Date; and

(e) The applicable Borrower shall have deposited with Lender the Escrowed Funds; provided however, there shall be no requirement to deposit Escrowed Funds if Property B and Property D shall be the Defeased Property.

Section 3.2 APPLICATION OF ESCROWED FUNDS. Upon receipt of the Escrowed Funds required by Section 3.1 above, Lender shall hold the Escrowed Funds as additional collateral for the Loans associated with Remaining Properties for the remaining term of the Loans, in allocations as Lender determines in its sole and absolute discretion, and in accordance with the terms of Article 5 herein.

Section 3.3 SEVERANCE OF DEFEASED LOAN. Upon the reasonable satisfaction of all of the Defeasance Criteria, not to be unreasonably withheld, delayed or conditioned, the Lender shall sever and release the portion of the cross-collateralization and cross default created by this Agreement relating to the Defeased Loan from that portion relating to the Loan(s) not subject to the defeasance (a "**Defeasance Severance**"). Each Borrower agrees to cooperate fully with Lender in connection with any Defeasance Severance and further agrees to execute and deliver to Lender, promptly after the request of Lender, a severance agreement, an amendment to this Agreement, new Security Documents, an amendment or release of any existing Security Documents and/or any other document that Lender shall reasonably request in order to effect such Defeasance Severance, all in form and substance reasonably satisfactory to Lender. The Borrower undertaking the defeasance shall pay all reasonable costs or expenses (such costs and expenses not to exceed those authorized in the applicable Note) in connection with this Article 3, including, without limitation, reasonable fees and expenses of Lender's counsel. In connection with any Defeasance Severance, Borrower shall obtain, at Borrower's cost and expense, an endorsement to Lender's Loan Policy of Title Insurance updating the effective date of such policy (in form and substance acceptable to Lender) for any Remaining Properties not subject to such Defeasance Severance.

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ARTICLE 4 - ASSUMPTION AND SEVERANCE

Section 4.1 ASSUMPTION. Notwithstanding anything contained in the Loan Documents to the contrary, each Borrower shall only be permitted to exercise its rights, with respect to a Transfer of the Property pursuant to Section 8.3(c) of the applicable Security Instrument, upon the satisfaction of the following (the "Assumption Criteria"):

- (a) No Event of Default or events which, with the passage of time or the giving of notice or both would constitute an Event of Default shall have occurred and be continuing;
- (b) All of the requirements of Section 8.3(c) of the Security Instrument relating to the Assumed Loan Property shall have been satisfied and the transferee shall not be an affiliate of Borrower;
- (c) The Remaining Properties shall have a projected Debt Coverage Ratio for the twelve (12) months commencing on the date of the Assumption Severance of not less than the greater of (i) 1.18 to 1.0 or (ii) the Debt Coverage Ratio for the Remaining Properties for the twelve (12) months immediately prior to the date of the Assumption Severance;
- (d) The Assumed Loan Property shall have a Debt Coverage Ratio for the twelve (12) months commencing on the date of the Assumption Severance of not less than the greater of (i) 1.18 to 1.0 or (ii) the Debt Coverage Ratio for the Assumed Loan Property for the twelve (12) months immediately prior to the date of the Assumption Severance;
- (e) The loan to value ratio (inclusive of the Remaining Loans and any other notes or preferred equity secured by the Remaining Properties or by direct or indirect pledges of equity in the Borrowers under the Remaining Loans), as established by a current MAI appraisal prepared by an appraiser approved by Lender, shall not exceed the lesser of (i) 80%, or (ii) the loan to value ratio of the Remaining Properties immediately prior to the date of the Assumption Severance;
- (f) The loan to value ratio (inclusive of the Assumed Loan and any other notes or preferred equity secured by the Assumed Loan Property or by direct or indirect pledges of equity in the Assumption Party), as established by a current MAI appraisal prepared by an appraiser approved by Lender, shall not exceed the lesser of (i) 80%, or (ii) the loan to value ratio of the Assumed Loan Property immediately prior to the date of the Assumption Severance; and
- (g) The applicable Borrower shall have deposited with Lender the Escrowed Funds; provided however, there shall be no requirement to deposit Escrowed Funds if Property B and Property D shall be the Assumed Property.

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Section 4.2 APPLICATION OF ESCROWED FUNDS. Upon receipt of the Escrowed Funds required by Section 4.1 above, Lender shall hold the Escrowed Funds as additional collateral for either or both of the Assumed Loan or the Remaining Loans (as determined by Lender in its sole and absolute discretion) for the remaining term of such Loans, in such amounts and allocations as Lender determines in its sole and absolute discretion, and in accordance with the terms of Article 5 herein; or

Section 4.3 SEVERANCE OF ASSUMED LOAN. Upon the reasonable satisfaction of all of the Assumption Criteria, not to be unreasonably withheld, delayed or conditioned, the Lender shall sever the portion of the cross-collateralization or cross-default created by this Agreement relating to the Assumed Loan from that portion relating to the Remaining Loans (an "Assumption Severance"). Each Borrower agrees to cooperate fully with Lender in connection with any Assumption Severance and further agrees to execute and deliver to Lender, promptly after the request of Lender, a severance agreement and/or any other document that Lender shall reasonably request in order to effect such Assumption Severance, all in form and substance reasonably satisfactory to Lender. The Borrower undertaking the transfer of the Assumed Loan shall pay all reasonable costs or expenses (such costs and expenses not to exceed those authorized in the applicable Note) in connection with this Article 4, including, without limitation, reasonable fees and expenses of Lender's counsel. In connection with any Assumption Severance, Borrower shall obtain, at Borrower's cost and expense, an endorsement to Lender's Loan Policy of Title Insurance (in form and substance acceptable to Lender) for any Properties subject to such Assumption Severance.

ARTICLE 5 - SECURITY INTEREST IN ESCROWED FUNDS

Section 5.1 GRANT OF INTEREST. To secure Borrowers' repayment of the Obligations and performance of all other covenants and conditions required on the part of Borrowers to be observed or performed hereunder and under the Loan Documents, each Borrower hereby pledges to and grants to Lender a continuing security interest in any Escrowed Funds deposited by any Borrower with Lender. The Escrowed Funds shall be held and released by Lender in accordance with the terms and conditions of this Agreement for so long as any obligations under the Loan Documents remain unfulfilled. The Escrowed Funds shall constitute additional security for the Obligations pursuant to the terms of Articles 3 and 4 herein. The Escrowed Funds shall be held in a subaccount and shall be held as additional collateral for the Loan. Unless otherwise required by applicable law or otherwise expressly provided herein to the contrary, no earnings or interest on the Escrowed Funds shall be payable to Borrowers even if the Lender or its servicer is paid a fee and/or receives interest or other income in connection with the deposit or placement of such fund (in which event such income shall be reported under Lender's or its servicer's tax identification number, as applicable). Upon the occurrence of an Event of Default, and when and if Lender has also exercised its right to accelerate repayment of the unpaid Obligations, Lender may retain all Escrowed Funds then being held pursuant to this Agreement and apply such Escrowed Funds to the repayment of the Obligations in such order

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and in such amounts as Lender shall elect, in its sole and absolute discretion. The Escrowed Funds shall bear interest at the 30 day money market rate offered by the bank used by Lender for escrow deposits and shall be held and released to the applicable Borrower by Lender, in accordance with the terms and conditions of this Agreement but not less frequently than annually. Lender shall be entitled to a servicing fee in the amount of 0.75% per annum multiplied by the average daily balance on deposit, and Lender is hereby authorized to deduct such servicing fee from the Escrowed Funds on deposit on a monthly basis.

Section 5.2 RELEASE OBLIGATION. Upon the payment in full of all sums due to Lender under the Loan Documents, Lender shall deliver the then existing Escrowed Funds to the applicable Borrower.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

Section 6.1 AMENDMENT TO SECURITY DOCUMENTS. All of the Security Documents shall be subject to the terms and conditions set forth in this Agreement. If there shall be a conflict between the terms of this Agreement and the terms of any of the Security Documents, the terms of the Agreement shall prevail and all of the Security Documents shall be deemed to be amended hereby.

Section 6.2 NO ORAL CHANGE. This Agreement and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of any Borrower or Lender, only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 6.3 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of each Borrower and Lender and their respective successors and assigns forever.

Section 6.4 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

Section 6.5 CHOICE OF LAW. THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF ILLINOIS, THE LOANS WERE ACCEPTED BY BORROWER IN THE STATE OF ILLINOIS, AND THE PROCEEDS OF THE LOANS WERE DISBURSED TO BORROWER IN THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT, SHALL BE

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GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL, WITH RESPECT TO EACH PROPERTY, BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH EACH SUCH PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF THE OBLIGATIONS ARISING HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

Section 6.6 HEADINGS. The headings and captions of various Sections of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.7 NOTICES. All notices or other written communications hereunder shall be provided in the manner set forth in the Security Instruments.

Section 6.8 TERMINATION. Upon payment in full of the Loans, this Agreement and the estate hereby granted shall cease, terminate and be void.

Section 6.9 CONTRIBUTIONS AND WAIVERS.

(a) As a result of the transactions contemplated by this Agreement, each Borrower will benefit, directly and indirectly, from each Borrower's obligation to pay the Debt (as defined in the Security Instruments) and perform its Obligations (as defined in the Security Instruments) and in consideration therefor each Borrower desires to enter into an allocation and contribution agreement among themselves as set forth in this Section 6.9 to allocate such benefits among themselves and to provide a fair and equitable agreement to make contributions among each Borrower in the event any payment is made by any individual Borrower hereunder to Lender which is in excess of the amount attributable to that Borrower or its portion of an individual Property (such payment being referred to herein as a "Contribution," and for purposes of this Section 6.9, includes any exercise of recourse by Lender against any Collateral (as defined in the Security Instruments) of a Borrower and application of proceeds of such Collateral in satisfaction of such Borrower's obligations, to Lender under the Loan Documents).

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(b) Each Borrower shall be liable hereunder with respect to the Obligations only for such total maximum amount (if any) that would not render its Obligations hereunder or under any of the Loan Documents subject to avoidance under Section 548 of the Bankruptcy Code (as defined in the Security Instruments) or any comparable provisions of any law of the state where any of the Properties are located.

(c) In order to provide for a fair and equitable contribution among Borrowers in the event that any Contribution is made by an individual Borrower (a "**Funding Borrower**"), such Funding Borrower shall be entitled to a reimbursement Contribution "**Reimbursement Contribution**") from all other Borrowers for all payments, damages and expenses incurred by that Funding Borrower in discharging any of the Obligations, in the manner and to the extent set forth in this Section 6.9.

(d) For purposes hereof, the "**Benefit Amount**" of any individual Borrower as of any date of determination shall be the net value of the benefits to such Borrower and its affiliates from extensions of credit made by Lender to (a) such Borrower and (b) to the other Borrowers hereunder and the Loan Documents to the extent such other Borrowers have guaranteed or mortgaged their interest in one or more of the Properties to secure the Obligations of such Borrower to Lender.

(e) Each Borrower shall be liable to a Funding Borrower in an amount equal to the greater of (A) the (i) ratio of the Benefit Amount of such Borrower to the total amount of Obligations, multiplied by (ii) the amount of Obligations paid by such Funding Borrower, or (B) ninety-five percent (95%) of the excess of the fair saleable value of the Property of such Borrower over the total liabilities of such Borrower (including the maximum amount reasonably expected to become due in respect of contingent liabilities) determined as of the date on which the payment made by a Funding Borrower is deemed made for purposes hereof (giving effect to all payments made by other Funding Borrowers as of such date in a manner to maximize the amount of such Contributions).

(f) In the event that at any time there exists more than one Funding Borrower with respect to any Contribution (in any such case, the "**Applicable Contribution**"), then Reimbursement Contributions from other Borrowers pursuant hereto shall be allocated among such Funding Borrowers in proportion to the total amount of the Contribution made for or on account of the other Borrowers by each such Funding Borrower pursuant to the Applicable Contribution. In the event that at any time any Borrower pays an amount hereunder in excess of the amount calculated pursuant to this Section 6.9 above, that Borrower shall be deemed to be a Funding Borrower to the extent of such excess and shall be entitled to a Reimbursement Contribution from the other Borrowers in accordance with the provisions of this Section.

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(g) Each Borrower acknowledges that the right to Reimbursement Contribution hereunder shall constitute an asset in favor of such Borrower to which such Reimbursement Contribution is owing.

(h) No Reimbursement Contribution payments payable by a Borrower pursuant to the terms of this Section 6.9 shall be paid until all amounts then due and payable by all of the Borrowers to Lender, pursuant to the terms of the Loan Documents, are paid in full in cash. Nothing contained in this Section 6.9 shall limit or affect in any way the Obligations of any Borrower to Lender under the Note or any other Loan Documents.

(i) Each Borrower waives:

(i) any right to require Lender to proceed against any other Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against such Borrower;

(ii) any defense based upon any legal disability or other defense of any other Borrower, any guarantor of any other person or by reason of the cessation or limitation of the liability of any other Borrower or any guarantor from any cause other than full payment of all sums payable under any Note (as defined in the Security Instruments), this Agreement and any of the other Loan Documents;

(iii) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of any other Borrower or any principal of any other Borrower or any defect in the formation of any other Borrower or any principal of any other Borrower;

(iv) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

(v) any defense based upon any failure by Lender to obtain collateral for the indebtedness or failure by Lender to perfect a lien on any collateral;

(vi) presentment, demand, protest and notice of any kind except as set forth in this Agreement;

(vii) any defense based upon any failure of Lender to give notice of sale or other disposition any collateral to any other Borrower or to any other person or entity or any defect in any notice that may be given in connection with any sale or disposition of any collateral;

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(viii) any defense based upon any failure of Lender to comply with applicable laws in connection with the sale or other disposition of any collateral, including, without limitation, any failure of Lender to conduct a commercially reasonable sale or other disposition of any collateral;

(ix) any defense based upon any election by Lender, in any bankruptcy proceeding, of the application or non-application of Section 1111(6)(2) of the Bankruptcy Code or any successor statute;

(x) any defense based upon any use of cash collateral under Section 363 of the Bankruptcy Code;

(xi) any defense based upon any agreement or stipulation entered into by Lender with respect to the provision of adequate protection in any bankruptcy proceeding;

(xii) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code;

(xiii) any defense based upon the avoidance of any security interest in favor of Lender for any reason;

(xiv) any defense based upon any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding, including any discharge of, or bar or stay against collecting, all or any of the obligations evidenced by the Note or owing under any of the Loan Documents; and

(xv) any defense or benefit based upon Borrower's, or any other party's, resignation of the portion of any obligation secured by the applicable Security Instruments to be satisfied by any payment from any other Borrower or any such party.

(j) Each Borrower waives:

(i) all rights and defenses arising out of an election of remedies by Lender even though the election of remedies, such as nonjudicial foreclosure with respect to security for the Loan or any other amounts owing under the Loan Documents, has destroyed such Borrower's rights of subrogation and reimbursement against any other Borrower;

(ii) all rights and defenses that such Borrower may have because any of Debt is secured by real property. This means, among other things: (i) Lender

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may collect from such Borrower without first foreclosing on any real or personal property collateral pledged by any other Borrower, (ii) if Lender forecloses on any real property collateral pledged by any other Borrower, (a) the amount of the Debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (b) Lender may collect from such Borrower even if any other Borrower, by foreclosing on the real property collateral, has destroyed any right such Borrower may have to collect from any other Borrower. This is an unconditional and irrevocable waiver of any rights and defenses such Borrower may have because any of the Debt is secured by real property; and

(iii) any claim or other right which Borrower might now have or hereafter acquire against any other Borrower or any other person that arises from the existence or performance of any obligations under the Note, this Agreement, the Security Instruments or the other Loan Documents, including, without limitation, any of the following: (i) any right of subrogation, reimbursement, exoneration, contribution, or indemnification; or (ii) any right to participate in any claim or remedy of Lender against any other Individual Borrower or any collateral security therefor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, THIS AGREEMENT has been executed by Borrower effective the day and year first above written.

BORROWER A:

PLEASANT VALLEY MHC LLC, a Delaware limited liability company

By: GREAT AMERICAN HOMES LLC, a Delaware limited liability company, its Manager

~~By: _____~~
Name: Edward C. Zeman
Title: President

[CORPORATE SEAL]

STATE OF Illinois)
COUNTY OF Cook)

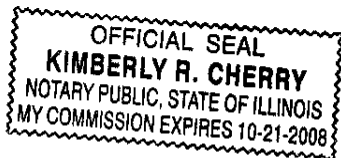
BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of PLEASANT VALLEY MHC LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 9 day of March, 2007.

Kimberly R. Cherry
Notary Public

My commission expires: 10/21/08

[SEAL]



UNOFFICIAL COPY

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by Borrower effective the day and year first above written.

BORROWER B:

VALLEY OAKS LLC, a Delaware limited liability company

By: GREAT AMERICAN HOMES LLC, a Delaware limited liability company, its Manager

By: ~~_____~~
Name: Edward C. Zeman
Title: President

Property of Cook County Clerk's Office

[CORPORATE SEAL]

STATE OF Illinois
COUNTY OF Cook

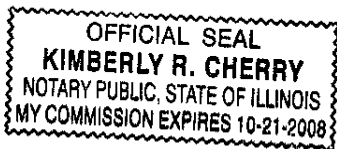
BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of VALLEY OAKS LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 9 day of March, 2007.

Kimberly R. Cherry
Notary Public

[SEAL]

My commission expires: 10/21/08



UNOFFICIAL COPY

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by Borrower effective the day and year first above written.

BORROWER C:

SUNNY ACRES ESTATES LLC, a Delaware limited liability company

By: GREAT AMERICAN HOMES LLC, a Delaware limited liability company, its Manager

~~By: _____~~
Name: Edward C. Zeman
Title: President

[CORPORATE SEAL]

STATE OF Illinois
COUNTY OF Coole

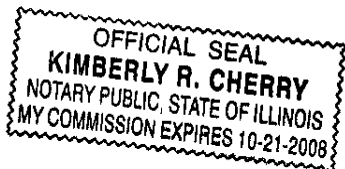
BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of SUNNY ACRES ESTATES LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 9 day of March, 2007.

Kimberly R. Cherry
Notary Public

My commission expires: 10/21/08

[SEAL]



UNOFFICIAL COPY

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by Borrower effective the day and year first above written.

BORROWER D:

COLONIAL ESTATES MHC LLC, a Delaware limited liability company

By: GREAT AMERICAN HOMES LLC, a Delaware limited liability company, its Manager

~~By: _____~~
Name: Edward C. Zeman
Title: President

Property of Colonial Estates MHC LLC

[CORPORATE SEAL]

STATE OF Illinois
COUNTY OF Cook

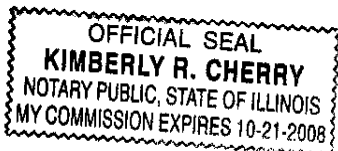
BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of COLONIAL ESTATES MHC LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 9 day of March, 2007.

Kimberly R. Cherry
Notary Public

My commission expires: 10/21/08

[SEAL]



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IN WITNESS WHEREOF, THIS AGREEMENT has been executed by Borrower effective the day and year first above written.

BORROWER E:

TOWN & COUNTRY MHC LLC, a Delaware limited liability company

By: GREAT AMERICAN HOMES LLC, a Delaware limited liability company, its Manager

By: ~~_____~~
Name: Edward C. Zeman
Title: President

[CORPORATE SEAL]

STATE OF Illinois
COUNTY OF Cook

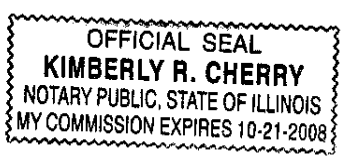
BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of TOWN & COUNTRY MHC LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, IL as of the 9 day of March, 2007.

Kimberly R. Cherry
Notary Public

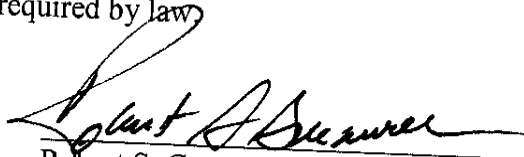
My commission expires: 10/20/08

[SEAL]



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I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Robert S. Greenwell

AFTER RECORDING RETURN TO:

Stites & Harbison, PLLC
400 W. Market Street, Suite 1800
Louisville, Kentucky 40202
Attention: Robert S. Greenwell, Esq.
Amy J. Burnette, Esq.

This instrument prepared by Robert S. Greenwell, Esq.

Property of Cook County Clerk's Office

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SCHEDULE A

Property A

Page 1 of 3 (Legal Description)

Legal Description:

Parcel 1: The Southwest Quarter of Section 17, Township 36 North, Range 6 West of the Second Principal Meridian, Porter County, Indiana, Except:

(a) right-of-way and grounds of Gary and Valparaiso Interurban Railroad Co., described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 17, and running in an Easterly direction along the half section line a distance of 3971.4 feet; thence in a Southerly direction 110 feet; thence in a Westerly direction 3971.4 feet to the West line of said Section 17; thence in a Northerly direction 151 feet along said section line to the point of beginning, and except;

(b) a parcel in the Northwest Quarter of the Southwest Quarter of said Section 17 described as: Beginning on the West line of said Section 17 at the point (which point is approximately 1,721 feet North of a monument located at the Southwest corner of said Section 17) where said West line is intersected by the North line of an East and West private roadway running East from said West line and running East a distance of 435.6 feet; thence North parallel with the West line of said Section a distance of 400 feet; thence West in a straight line to a point on said West line of said Section located 400 feet North of the point of commencement; thence South along said West line a distance of 400 feet to the point of commencement, and except;

(c) That part of the Cemetery Grounds lying within said Southwest Quarter of Section 17, which Cemetery Grounds are described as: a parcel of land in the South One-Half of Section 17, Township 36 North, Range 6 West of the Second Principal Meridian, in Portage Township, Porter County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said South Half of Section 17; thence South 88 degrees 42 minutes 24 seconds East (assumed bearing) along the North line of said South Half, a distance of 2646.14 feet to the Northeast corner of the Southwest Quarter of Section 17; thence South 07 degrees 07 minutes 05 seconds West, a distance of 180.40 feet to a 1/2" diameter iron pipe with "niptop" marking the Northwest corner of the current occupation of the existing cemetery and the point of beginning of the parcel described herein; thence South 89 degrees 16 minutes 13 seconds East, a distance of 102.93 feet to a 1/2" diameter iron pipe marking the Northeast corner of the current occupation of the existing cemetery; thence South 11 degrees 11 minutes 12 seconds West, a distance of 84.09 feet to a 1/2" diameter iron pipe marking the Southeast corner of the current occupation of the existing cemetery; thence North 76 degrees 39 minutes 37 seconds West, a distance of 97.02 feet to a 1/2" diameter iron pipe marking the Southwest corner of the current occupation of the existing cemetery; thence North 07 degrees 13 minutes 54 seconds East, a distance of 61.91 feet to the point of beginning, and except;

(d) the right-of-way of the East and West Indiana Toll Road, and, in particular that part of the following parcel lying within said Southwest Quarter of Section 17 (where measured distance along centerline are indicated by Station Number and plus, each Station Number denoting 100 feet in length):

Beginning at a point being on the West line of said Section 17 about 1473.62 feet Southerly, measured on said Section line, from the Northwest corner of the Southwest Quarter of the Northwest Quarter of said section (said point also being about 101 feet Southerly, measured on said Section line, from the centerline of the Indiana East-West Toll Road at Station 1569+97.35); thence Easterly along the South

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SCHEDULE A

Property A

Page 2 of 3
(Legal Description)

boundary of that parcel described in exception (a) to Parcel 1 hereof a distance of 3890 feet, more or less, to a point which is 150 feet Southeasterly measured at right angles, from the above-mentioned centerline; thence Southwesterly parallel to said centerline on a curve to the right having a radius of 3014.79 feet; a distance of 328 feet, more or less, to a point which is 150 feet Southerly, measured at right angles from said centerline at station 1605+53.46; thence Westerly parallel to said centerline on a spiral to the right a distance of 410.5 feet to a point which is South 0 degrees 15 minutes 16 seconds West 150 feet from Centerline Station 1601+53.46; thence North 89 degrees 44 minutes 44 seconds West parallel to said Centerline 3155.44 feet to the West line of said Section 17; thence Northerly on said West line 49 feet, more or less, to the point of beginning.

Subject to Legal Highways.

And

Parcel 2: The West Half of the Southeast Quarter of Section 17, Township 36 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, Except:

(a) right-of-way and ground of Gary-Valparaiso Interurban Railroad Co., described under exception (a) of Parcel 1; and except

(b) that part of the Cemetery Grounds lying within such West Half of the Southeast Quarter of Section 17, which Cemetery Grounds are described as: a parcel of land in the South One-Half of Section 17, Township 36 North, Range 6 West of the Second Principal Meridian, in Portage Township, Porter County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said South Half of Section 17; thence South 88 degrees 42 minutes 24 seconds East (assumed bearing) along the North line of said South Half, a distance of 2646.14 feet to the Northeast corner of the Southwest Quarter of said Section 17; thence South 07 degrees 07 minutes 05 seconds West a distance of 180.40 feet to a 1/2" diameter iron pipe with "niptop" marking the Northwest corner of the current occupation of the existing cemetery and the point of beginning of the parcel described therein; thence South 89 degrees 16 minutes 13 seconds East, a distance of 102.93 feet to a 1/2" diameter iron pipe marking the Northeast corner of the current occupation of the existing cemetery; thence South 11 degrees 11 minutes 12 seconds West, a distance of 84.09 feet to a 1/2" diameter iron pipe marking the Southeast corner of the current occupation of the existing cemetery; thence North 76 degrees 39 minutes 37 seconds West, a distance of 97.02 feet to a 1/2" diameter iron pipe marking the Southwest corner of the current occupation of the existing cemetery; thence North 07 degrees 13 minutes 54 seconds East, a distance of 61.91 feet to the point of beginning; and except

(c) the right-of-way of the East and West Indiana Toll Road, and in particular that part of the following parcel lying within said Southeast Quarter of Section 17 (where measured distances along centerline are indicated by Station Number and plus, each Station Number denoting 100 feet in length);

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SCHEDULE A

Property A

Page 3 of 3
(Legal Description)

Beginning at a point on the West line of said Section 17 about 1473.62 feet Southerly, measured on said section line, from the Northwest corner of the Southwest Quarter of the Northwest Quarter of said section (said point along being about 101 feet Southerly, measured on said section line, from the centerline of the Indiana East-West Toll Road at Station 1569+97.35); thence Easterly along the South boundary of that parcel described in exception (a) to Parcel 1 hereof a distance of 3890 feet, more or less, to a point which is 150 feet Southeasterly, measured at right angles, from the above mentioned centerline; thence Southwesterly parallel to said centerline on a curve to the right having a radius of 3014.79 feet, a distance of 328 feet, more or less, to a point which is 150 feet Southerly, measured at right angles, from said centerline at Station 1605+53.46; thence Westerly parallel to said centerline on a spiral to the right a distance of 410.5 feet to a point which is South 0 degrees 15 minutes 16 seconds West 150 feet from centerline Station 1601+53.46 feet; thence North 89 degrees 44 minutes 44 seconds West parallel to said centerline 3155.44 feet to the West line of said Section 17; thence Northerly on said West line 49 feet, more or less, to the point of beginning.

ADDRESS: 2999 MCCOOK RD.
PORTAGE, IN 46368

Cook County Clerk's Office

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SCHEDULE B

Property B

(Legal Description)

Lot 3 in Dana and Krista Sabia Subdivision, being a subdivision of the South 1/2 of the North 20 acres of the East 1/2 of the Northeast 1/4 of Section 21, Township 38 North, Range 12 East of the Third Principal Meridian, except the East 50.00 feet thereof, in Cook County Illinois.

ALSO KNOWN AS:

METES AND BOUNDS PARCEL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF THE NORTH 20 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING LOT 3 IN DANA AND KRISTA SABIA SUBDIVISION RECORDED AUGUST 17, 1994 AS DOCUMENT NUMBER 94730828, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS WEST, ALONG A EAST LINE OF LOT 3, 101.41 FEET TO A EASTERLY CORNER OR LOT 3 (SAID CORNER BEING ALSO THE NORTHEAST CORNER OF LOT 2 IN DANA AND KRISTA SABIA SUBDIVISION); THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST, ALONG AN EAST/WEST LINE OF LOT 3, 92.33 FEET TO A CORNER OF LOT 3 (SAID CORNER BEING ALSO THE NORTHWEST CORNER OF LOT 2 IN DANA AND KRISTA SABIA SUBDIVISION); THENCE SOUTH 0 DEGREES 15 MINUTES 14 SECONDS EAST, ALONG AN EAST LINE OF LOT 3 (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 2 AND A NORTH/SOUTH LINE OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION), 95.76 FEET TO A CORNER OF LOT 3 (SAID CORNER BEING ALSO A NORTH CORNER OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION); THENCE NORTH 89 DEGREES 09 MINUTES 08 SECONDS WEST, ALONG A EAST/WEST LINE OF SAID LOT 3, 82.59 FEET TO A CORNER OF LOT 3 (SAID CORNER BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION); THENCE SOUTH 0 DEGREES 53 MINUTES 34 SECONDS EAST, ALONG A EAST LINE OF LOT 3 (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION); 131.61 FEET TO A SOUTHEAST CORNER OF LOT 3 (SAID SOUTHEAST CORNER OF LOT 3 BEING ALSO THE SOUTHWEST CORNER OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION); THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, 1105.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 0 DEGREES 0 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF LOT 3, 327.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3, 1280.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE RIGHT OF INGRESS/EGRESS EASEMENT PER DEED RECORDED MARCH 14, 1962 AS DOCUMENT 18423606 OVER THE SOUTH 15 FEET OF LOT 1 IN DANA AND KRISTA SABIA SUBDIVISION AFORESAID.

Address: 6208 Lawn Dr.

HODGKINS, IL 60525

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SCHEDULE C

Property C

(Legal Description)

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1,546.31 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 30 MINUTES 50 SECONDS EAST A DISTANCE OF 445.00 FEET TO AN IRON ROD; THENCE SOUTH 40 DEGREES 11 MINUTES 03 SECONDS EAST A DISTANCE OF 325.74 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST A DISTANCE OF 760.00 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 1,295.00 FEET TO A MAG NAIL ON THE SOUTH LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 89 DEGREES 27 MINUTES 15 SECONDS WEST ON LAST SAID SOUTH LINE A DISTANCE OF 1,413.00 FEET TO THE POINT OF BEGINNING, IN KANKAKEE COUNTY, ILLINOIS

Address: 200 Franklin Dr.
MANTENA, IL 60950

of Cook County Clerk's Office

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SCHEDULE D

Property D

(Legal Description)

PARCEL 1:

LOT 3 IN THE COUNTY CLERK'S DIVISION OF THAT PART LYING EAST OF THE CENTER OF ROAD OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 660 FEET OF THE SOUTH 1/2 OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, THENCE SOUTH 7.18 CHAINS; THENCE WEST 16.26 CHAINS; THENCE NORTH 9 DEGREES WEST 7.24 CHAINS; THENCE EAST 17.18 CHAINS TO THE POINT OF BEGINNING (EXCEPT THE NORTH 20 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 88 FEET (EXCEPT THE EAST 655.50 FEET THEREOF) OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 10.35 CHAINS SOUTH OF THE NORTH EAST CORNER THEREOF AND RUNNING THENCE SOUTH 3.24 CHAINS; THENCE WEST 14.94 CHAINS; THENCE NORTH 9 DEGREES WEST, 3.35 CHAINS; THENCE EAST 15.78 CHAINS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 10.35 CHAINS SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH 3.24 CHAINS; THENCE WEST 14.94 CHAINS; THENCE NORTH 9 DEGREES WEST, 3.35 CHAINS; THENCE EAST 15.78 CHAINS TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTH 88.0 FEET LYING WEST OF THE EAST 655.40 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 1/2 (EXCEPT THE EAST 600 FEET THEREOF) OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE; COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6; THENCE SOUTH 7.18 CHAINS; THENCE WEST 16.26 CHAINS; THENCE NORTH 9 DEGREES WEST 7.24 CHAINS; THENCE EAST 17.18 CHAINS TO THE PLACE OF BEGINNING (EXCEPT THE NORTH 20 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

ADDRESS: 14139 SOUTH WESTERN
BLUE ISLAND, IL 60406

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SCHEDULE E

Property E

(Legal Description)

PARCEL 1:

THE NORTH 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 213.54 FEET AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE THEREOF OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT 89064251 OVER THE WEST 35.00 FEET OF THAT PART OF THE NORTH 213.54 FEET (AS MEASURED ON THE EAST LINE THEREOF) LYING EAST OF A LINE PERPENDICULAR TO THE NORTH LINE THEREOF THROUGH A POINT THEREIN 308.28 FEET EAST OF THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 50 FEET TAKEN FOR HIGHWAY), IN COOK COUNTY, ILLINOIS.

ADDRESS: 815 EAST OAKTON
DES PLAINES, IL 60018

Cook County Clerk's Office