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Doc#: 0823422088 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/21/2008 01:29 PM Pg: 1 of 17

PREPARED BY:

Julie L. Kaminski
Wolin, Kelter & Rosen, Ltd.
55 West Monroe
Suite 3600
Chicago, Illinois 60603

WHEN RECORDED, RETURN TO:

Edward Fitzgerald
The National Republic Bank of Chicago
1201 West Harrison Street
Chicago, Illinois 60607

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

THIS CROSS-GUARANTY, CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of August 18, 2008, by 9500-18 S. HALSTED, LLC, an Illinois limited liability company, having a mailing address at 258 Eagle Lane, Bloomingdale, Illinois 60108; 1528-32 ARBOGAST LLC, an Illinois limited liability company, having a mailing address at 258 Eagle Lane, Bloomingdale, Illinois 60108; 6838 CALUMET, LLC, an Illinois limited liability company, having a mailing address at 258 Eagle Lane, Bloomingdale, Illinois 60108; and 5121 CALUMET, LLC, an Illinois limited liability company, having a mailing address at 258 Eagle Lane, Bloomingdale, Illinois 60108 (collectively "First Borrower"), S.E.S.F., INC., an Illinois corporation, having an address at 258 Eagle Lane, Bloomingdale, Illinois 60108 ("Second Borrower"; First Borrower and Second Borrower, collectively, the "Borrowers"), SAMIR FAKHOURI AND EVA FAKHOURI, each having an address at 258 Eagle Lane, Bloomingdale, Illinois 60108 (collectively, "Indemnitor"), for the benefit of THE NATIONAL REPUBLIC BANK OF CHICAGO, a national bank, and its successors and assigns ("Lender") having an address at 1201 West Harrison Street, Chicago, Illinois 60607.

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, First Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of THREE MILLION TWO HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$3,280,000.00) (the "First Borrower Note"), in evidence of a loan in such amount (the "First Borrower Loan") being made by Lender to First Borrower

WHEREAS, concurrently with the execution of this Agreement, Second Borrower has executed and delivered to Lender its Promissory Note in the original principal amount of EIGHT HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$820,000.00) (the "Second Borrower Note"; the First Borrower Note and the Second Borrower Note, each, a

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"Note" and collectively, the "Notes"), in evidence of a loan in such amount (the "Second Borrower Loan"; the First Borrower Loan and the Second Borrower Loan, each a "Loan" and collectively, the "Loans") being made by Lender to Second Borrower;

WHEREAS, the First Borrower Loan is secured by (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, encumbering the real property located in Cook County, Illinois and Lake County, Indiana described on Exhibit A-1 attached hereto and made a part hereof, and a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (Fixture Filing) encumbering real property located in the Lake County, Indiana and described on Exhibits A-2, A-3 and A-4 attached hereto and made a part hereof (collectively, the "First Borrower Security Instrument"), together with all improvements thereon and certain other property described in the First Borrower Security Instrument; the "First Borrower Property"), and (ii) certain other documents and instruments (the First Borrower Note, the First Borrower Security Instrument and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "First Borrower Loan Documents");

WHEREAS, the Second Borrower Loan is secured by (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (Fixture Filing) (the "Second Borrower Security Instrument"), encumbering the real property located in Lake County, Illinois and described on Exhibit A-5 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Second Borrower Security Instrument (collectively, the "Second Borrower Property"; the First Borrower Property and the Second Borrower Property, each, a "Property" and collectively, the "Properties"), (ii) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Additional Collateral"), encumbering real property in DuPage County and Cook County, Illinois and described on Exhibits A-6 and A-7; and (iii) certain other documents and instruments (the Second Borrower Note, the Second Borrower Security Instrument, the Additional Collateral and such other documents and instruments, as the same may, from time to time be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Second Borrower Loan Documents"; the First Borrower Loan Documents and the Second Borrower Loan Documents, collectively, the "Loan Documents");

WHEREAS, First Borrower and Second Borrower and Indemnitee (collectively, the "Borrowing Parties") all are affiliates of each other, and each will derive substantial benefit from the Loans; and

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

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

1. **Cross-Guaranties**. Effective as of the date hereof:

(a) First Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "First Borrower Guaranty") the payment when due, by

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stated maturity, acceleration or otherwise, of the Second Borrower Note. The First Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of Second Borrower to First Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the First Borrower Guaranty;

(b) Second Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Second Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of the First Borrower Note. The Second Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower to Second Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Second Borrower Guaranty;

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

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

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

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

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

(e) the aggregate principal amount secured by each of the First Borrower Security Instrument, the other First Borrower Security Documents, the Second Borrower Security Instrument and the other Second Borrower Security Documents shall be FOUR MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,100,000.00).

3. **Contribution.**

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

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

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

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

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

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5. **Release of Properties.** (a) Notwithstanding any provision contained in any of the Loan Documents to the contrary, each of the Borrowing Parties agrees that none of the Properties may be released from the liens of any of the Loan Documents or the liens created under this Agreement except in accordance with this Section. The Borrowing Parties may cause one or more of the Properties (each, a "Released Property") to be released from the liens created hereby and by the related Loan Documents, but only upon the satisfaction of all of the following conditions:

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

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

(iii) Lender shall have received from the Borrowing Parties with respect to the matters referred to in clause (iii) above statements of the cash flow and debt service compiled by a certified public accountant acceptable to Lender in accordance with generally accepted accounting principles consistently applied in form and substance acceptable to Lender; certified rent rolls showing that the standard set forth in clause (iii) above has been satisfied; and a certificate of the Chief Financial Officer of Borrower (or comparable individual) stating that such statements and calculations are true, correct and complete in all material respects and certifying that all conditions precedent to the release of the Released Property contained in this Section have been complied with;

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

(b) Upon any partial prepayment of the principal balance of a Prepaid Note in accordance with this Section 5, the monthly payments of principal and interest required from Borrower thereafter under such Prepaid Note shall be adjusted for the remainder of the term thereof to an amount equal to the monthly payment prior to such application multiplied by a fraction, the numerator of which is the original principal balance thereof less the funds so applied as a partial prepayment and the denominator of which is the original principal balance thereof.

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

7. **Default.** Any default by any of the Borrowing Parties in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the First Borrower Loan Documents and the Second Borrower Loan Documents (as the term "Event of Default" is defined therein).

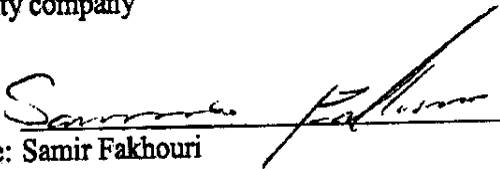
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8. **Further Assurances.** The Borrowing Parties agree to execute and deliver any further documents and instruments as Lender may require to effectuate the Cross-Collateralization contemplated hereby. The Borrowing Parties further acknowledge and agree that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Properties from the Cross-Collateralization, and each agrees to execute and deliver such documents as Lender may require in connection therewith. Each of the Borrowing Parties hereby appoints Lender as its attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to execute and deliver any of such documents on its behalf.

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

FIRST BORROWER:

9500-18 S. HALSTED, LLC, an Illinois limited liability company

By: 
 Name: Samir Fakhouri
 Its: Sole Member

1518-32 ARBOGAST LLC, an Illinois limited liability company

By: 
 Name: Samir Fakhouri
 Its: Sole Member

6838 CALUMET, LLC, an Illinois limited liability company

By: 
 Name: Samir Fakhouri
 Its: Sole Member

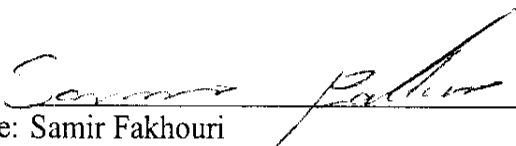
5121 CALUMET, LLC, an Illinois limited liability company

By: 
 Name: Samir Fakhouri
 Its: Sole Member

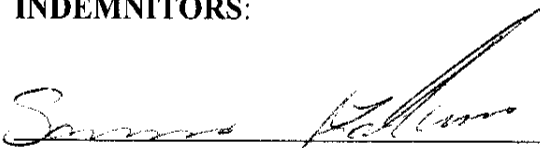
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SECOND BORROWER:

S.E.S.F., INC., an Illinois corporation

By: 
Name: Samir Fakhouri
Its: President

INDEMNITORS:


SAMIR FAKHOURI


EVA FAKHOURI

Property of Cook County Clerk's Office

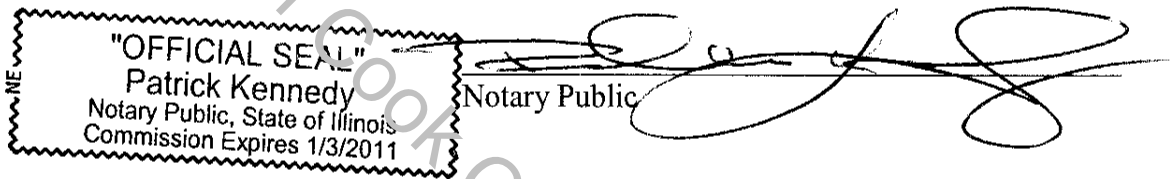
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[ACKNOWLEDGMENTS]

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the sole member of **9500-18 S. HALSTED, LLC**, an Illinois liability limited company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said liability limited company, for the uses and purposes therein set forth.

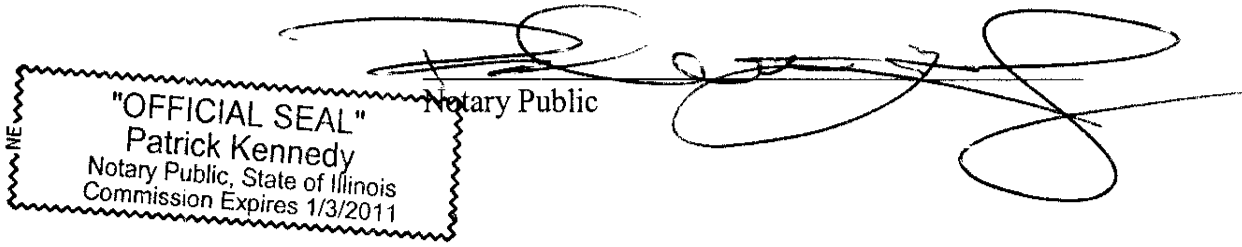
Given under my hand and official seal this 18 day of August, 2008.

 "OFFICIAL SEAL" Patrick Kennedy Notary Public, State of Illinois Commission Expires 1/3/2011 Notary Public

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the sole member of **91528-32 ARBOGAST LLC**, an Illinois liability limited company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said liability limited company, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of August, 2008.

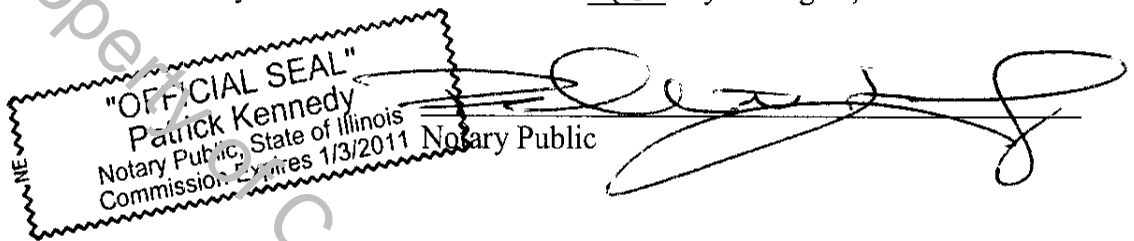
 "OFFICIAL SEAL" Patrick Kennedy Notary Public, State of Illinois Commission Expires 1/3/2011 Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the sole member of **6838 CALUMET, LLC**, an Illinois liability limited company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said liability limited company, for the uses and purposes therein set forth.

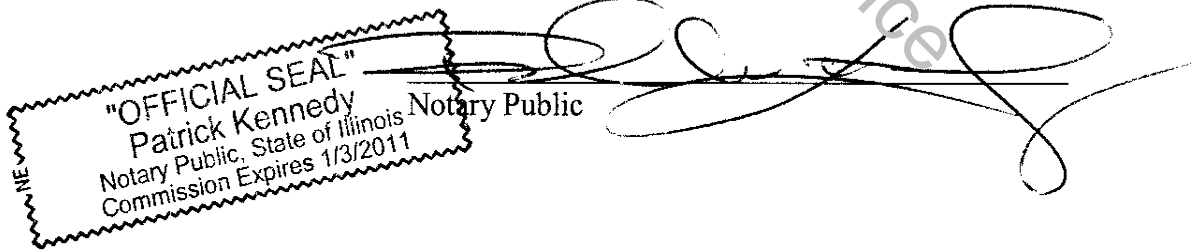
Given under my hand and official seal this 18 day of August, 2008.



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the sole member of **95121 CALUMET, LLC**, an Illinois liability limited company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said liability limited company, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of August, 2008.

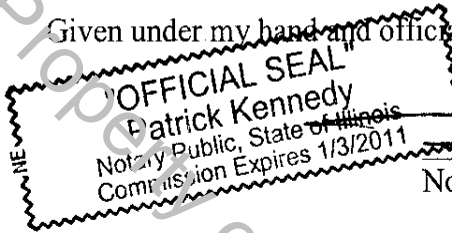


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the President of **S.E.S.F., INC.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of August, 2008.



Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **SAMIR FAKHOURI**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of August, 2008.

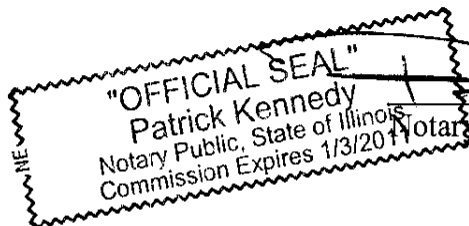


Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **EVA FAKHOURI**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of August, 2008.



Notary Public

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EXHIBIT A-1

Description of the First Borrower Property

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF STREETS) IN BLOCK 21 IN HENRY WELP'S HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOT 4 OF THE SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 <ETP, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, TOGETHER WITH LOT 1 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 <ETP, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD RECORDED JULY 3, 1873 AS DOCUMENT 110980 IN COOK COUNTY, ILLINOIS.

Common Address: 9500-9518 South Halsted Street, Chicago, Illinois

PIN: 25-08-206-015-0000; 25-08-206-016-0000; 25-08-206-017-0000;
and 25-08-206-018-0000

EXHIBIT A - 1 UNOFFICIAL COPY

Parcel 1: That part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence North along the East line of said Northwest Quarter of the Northeast Quarter, 340 feet; thence West 30 feet to the place of beginning; thence continuing West 232.87 feet; thence North 120.73 feet; thence South 82 degrees 53 minutes 55 seconds East, 234.67 feet to the West line of North Arbogast Ave.; thence South along the West line of North Arbogast Ave., to the place of beginning, Lake County, Indiana, being Lot 2 of the unrecorded plat of Pine Ridge 1st Addition.

Parcel 2: Lot 1, Ridge Addition to the Town of Griffith, as shown in Plat Book 43, page 22, in Lake County, Indiana EXCEPTING THEREFROM that part of the land deeded to the Town of Griffith in Trustee's Deed recorded

Parcel 3: The East 1/3 of the Northwest Quarter of the Northeast Quarter of Section 26, Township 36 North, Range 9 West of the Second Principal Meridian, lying South of Ridge Road, in the Town of Griffith, Lake County, Indiana excepting therefrom the East 30 feet thereof falling in Arbogast Avenue, and also excepting the West 178.56 feet (except the South 340 feet) (by parallel lines) thereof, and also excepting therefrom that part thereof platted as Ridge Addition to the Town of Griffith, as shown in Plat Book 43, page 22; and also excepting therefrom that part thereof platted as Pine Ridge Addition to the Town of Griffith as shown in Plat Book 39, page 76 and also excepting therefrom the following: Commencing at the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence North along the East line of said Northwest Quarter of the Northeast Quarter, 340 feet; thence West 30 feet to the place of beginning; thence continuing West 232.87 feet; thence North 120.73 feet; thence South 82 degrees 53 minutes 55 seconds East, 234.67 feet to the West line of North Arbogast Ave.; thence South along the West line of North Arbogast Ave., to the place of beginning also EXCEPTING THEREFROM that part of the land deeded to the Town of Griffith in Trustee's Deed recorded August 16, 2001 as Document No. 2001 065538

ADDRESS: 1528-32 ARBOGAST, GRIFFITH IN

TOWNSHIP NOS.: 001

TAXING UNIT No: 15

KEY NOS: 26-7-141; 26-0332-0001; 26-7-14

PARCEL NOS: 45-07-26-204-013.000-006

45-07-26-204-012.000-006

45-07-26-204-011.000-006

This Commitment is valid only if Schedule B is attached.

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EXHIBIT A-2

Description of Land

LOTS 31 AND 32 IN CALUMET ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 43 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Common Address: 5121 Calumet Avenue, Hammond, Indiana

PIN: 45-03-31-153-001.000-023

TRANSIT: 007

TAXING UNIT: 26

Key No: 32-96-32

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EXHIBIT A-3

Description of Land

Lots 3 to 10, both inclusive, in Block 18, in South Hammond Subdivision, in the City of Hammond, as per plat thereof, recorded in Plat Book 2 page 38, in the Office of the Recorder of Lake County, Indiana, except the East 7 feet thereof taken for the widening of Calumet Avenue, and also excepting therefrom that part of Lot 10 described as follows: Beginning on the South line of said lot South 89 degrees 49 minutes 01 second West 2.134 meters (7.00 feet) from the Southeast corner of said lot, which point of beginning is where the West boundary of U.S.R. 41 (Calumet Avenue) meets the North boundary of 169th Street (Pine Street); thence South 89 degrees 49 minutes 01 second West 4.808 meters (15.78 feet) along the South line of said lot; thence North 46 degrees 29 minutes 49 seconds East 6.682 meters (21.92 feet) to the West boundary of said U.S.R. 41; thence South 0 degrees 29 minutes 01 second West 4.585 meters (15.04 feet) along the boundary of said U.S.R. 41 to the point of beginning.

Common Address: 6838 Calumet Avenue, Hammond, Indiana

PIN: 45-06-12-283-028,000-023

TOWNSHIP: 007

TAXING: 26

Key No: 36-81-7

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EXHIBIT A-5

Description of the Second Borrower Property

Parcel 1: Part of the Southwest 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest 1/4, said point being 635.0 feet East of the Southwest corner of said 1/4 Section; thence South 89 degrees 23 minutes 30 seconds East on said South line, a distance of 300 feet; thence North 00 degrees 07 minutes 45 seconds West parallel to the West line of said 1/4 Section, a distance of 350.75 feet; thence North 89 degrees 21 minutes 45 seconds West, a distance of 300 feet; thence South 00 degrees 07 minutes 45 seconds East parallel to said West line a distance of 350.91 feet to the place of beginning, excepting therefrom the North 9.5 feet of the South 200.43 feet of the East 1 foot thereof, all in the Town of Highland, in Lake County, Indiana.

Parcel 2: Part of the Southwest 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest 1/4, said point being 935.0 feet East of the

Southwest corner of said Southwest 1/4; thence South 89 degrees 23 minutes 30 seconds East on said South line a distance of 129.0 feet; thence North 00 degrees 07 minutes 45 seconds West, parallel to the West line of said Southwest 1/4 a distance of 362.27 feet, to the South line of Ellendale First Addition to the Town of Highland, as shown in Plat Book 32, page 78; thence South 77 degrees 51 minutes 27 seconds West, a distance of 52.34 feet along said South line of Ellendale First Addition; thence North 89 degrees 21 minutes 45 seconds West a distance of 77.81 feet; thence South 00 degrees 07 minutes 45 seconds East, parallel to said West line, a distance of 150.32 feet; thence North 89 degrees 23 minutes 30 seconds West, parallel to said South line, a distance of 1.0 feet; thence South 00 degrees 07 minutes 45 seconds East parallel to said West line a distance of 9.5 feet; thence South 89 degrees 23 minutes 30 seconds East, parallel to said South line, a distance of 1.0 feet; thence South 00 degrees 07 minutes 45 seconds East, parallel to said West line, a distance of 190.93 feet to the place of beginning, in the Town of Highland, in Lake County, Indiana.

Parcel 3: Part of the Southwest 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the South line of said Southwest 1/4, said point being 1064.0 feet East of the Southwest corner of said Southwest 1/4; thence South 89 degrees 23 minutes 30 seconds East on said South line a distance of 66.0 feet; thence North 00 degrees 07 minutes 45 seconds West, parallel to the West line of said Southwest 1/4 a distance of 377.16 feet; thence South 77 degrees 51 minutes 27 seconds West a distance of 67.47 feet; thence South 00 degrees 07 minutes 45 seconds East parallel to said West line a distance of 362.27 feet to the place of beginning, all in the Town of Highland, in Lake County, Indiana

Common Address: 3313 45th Street, Highland, Indiana

Key No: 27-18-11; 27-18-14 and 27-18-19

TOWNSHIP: 007

TAXING: 16

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EXHIBIT A-6

Description of the Second Borrower Property

LOT 40 IN BRANIGAR'S NAVAJO ADDITION TO INDIAN LAKES ESTATES. BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE NORTHWEST ¼ AND PART OF THE NORTH ½ OF THE NORTHEAST ¼, ALL IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1968 AS DOCUMENT R68-27736, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 258 Eagle Lane, Bloomingdale, Illinois

PIN: 02-22-106-025-0000

UNOFFICIAL COPY

EXHIBIT A-7

Description of the Second Borrower Property

LOT 6 AND THE EAST 7 FEET 10 INCHES IN BLOCK 7 IN H. O. STONE AND COMPANY'S WORLDS FAIR ADDITION SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST PF THE TJHIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF INDIAN BOUNDARY LINE ACCORDING TO THE PLAT THEREOF RECPRDED AS DOCUMENT 10262949, JANUARY 21, 1929 IN COOK COUNTY, ILLINOIS.

Common Address: 3412 West North Avenue, Stone Park, Illinois

PIN: 15-04-106-052-0000