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5. There are no matters pending against the Property that could give rise to a lien that would attach to the Property between the effective date of the Endorsement and the actual date of recordation of the documents to be insured hereunder.
6. No other person is in possession of any part of the Real Estate under color of title. The rights of Mortgagor to possession have never been questioned. The undersigned knows of no claim to title or possession of the Real Estate adverse to Mortgagor.
7. Mortgagor states that neither it nor any other person has made any conveyance of or placed any encumbrance upon the Real Estate or made any contract for the sale thereof, nor has anyone ordered or caused any labor or materials, or both, to be furnished on the Real Estate, which has not been fully paid for, whereby a lien may thereafter be assessed against the same, and that there are no outstanding chattel mortgages or contracts, conditional bills of sale, retention of title agreements, or undisclosed easements, not shown of record, affecting the Real Estate, and there are no outstanding claims, acts done or documents signed creating or tending to create a lien thereon.
8. The improvements are or once constructed shall be located within the bounds of the Real Estate, and are being used in compliance with all applicable building codes and zoning ordinances. No part of the Real Estate has been taken by condemnation nor is any condemnation proceeding now pending. There has been no objection from any party concerning location thereof.
9. There is no judgment or decree in any court of this State or of the United States against Mortgagor remaining unpaid or uncancelled of record. No proceedings in bankruptcy or insolvency have ever been instituted by or against Mortgagor. Mortgagor is not a party to any litigation or proceedings which might result in a lien upon the Real Estate or the improvements located thereon. Mortgagor is not obligated upon any bond payable whereby a lien hereafter might attach to the Real Estate or the improvements located thereon.
10. There are no tenants of the Real Estate or the improvements located thereon having a right to possession thereof, offsets or claims against the Mortgage.
11. All actions on the part of Mortgagor for the creation of the lien of the Mortgage have been taken. Mortgagor has no defenses, offsets or claims against the Mortgage.
12. Mortgagor is in every way capable of giving the Mortgage herein referred to as a prior and superior lien in, to and under the Real Estate. Mortgagor makes this Affidavit for the purpose of inducing Mortgagee, or its successors and assigns, to continue the credit facilities to Mortgagor and to induce Title Company to insure title to the Real Estate and the improvements located thereon and the relative priority of the lien of the Mortgage. The Mortgagor further states that, to the best of its knowledge, information and belief, all representations made to Mortgagee in connection with the Mortgage are true and correct.

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13. No part of the Real Estate is located in a flood hazard area as defined in the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, as amended (42 U.S.C. " 4001, et seq.).

14. That this affidavit is made to induce Mortgagee to provide financing secured by the Real Estate and improvements thereon, to induce an issuer of title insurance to issue its title policy insuring the security interest of said Mortgagee, and to induce the attorney certifying title to so certify, if applicable.

15. Each person in their capacity as an officer of the entity signing below indemnifies and agrees to save harmless the settlement agent and/or First American Title Insurance Company against any loss or expense, including attorneys fees, sustained as a result of the foregoing statements not being true and accurate.

(Remainder of page intentionally blank.)

Property of Cook County Clerk's Office

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STATE OF IL)
) ss.
COUNTY OF WILL)

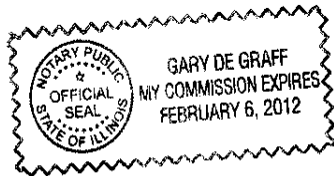
On this 24 day of September, 2009, before me personally appeared James P. Borke to me known to be the EXECUTIVE VICE PRESIDENT of APPLELAND II, LLC, an Illinois limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature [Handwritten Signature]
Name: Gary DeGraff

My Commission Expires: _____

(NOTARIAL SEAL)



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Unit #36
Country Club Hills, IL

EXHIBIT "A"

Legal Description

Parcel 1:

Lot 11 of Gatling Country Club Hills Resubdivision being a Resubdivision of part of Gatling Country Club Hills Subdivision in the Northeast quarter of Section 27, Township 36 North, Range 13, East of the Third Principal Meridian, South of the Indian Boundary line, and part of the Northeast Quarter of Section 27, Township 36 North, Range 13 East of the Third Principal Meridian, South of the Indian Boundary line, according to the Plat thereof recorded June 9, 2004 as Document No. 0416145163, all in Cook County, Illinois.

Parcel 2:

Non-Exclusive easement appurtenant to and for the benefit of Parcel 1 as set forth and defined in the Entertainment Center Declaration recorded May 26, 1999 as Document No. 99509366, as amended by document Nos. 09184952 and 0417518062 and in the Development Declaration recorded May 26, 1999 as document No. 99509367, as amended by Document Nos. 09184953 and 0417518062 and as created in the Plat of Gatling Country Club Hills Resubdivision recorded June 9, 2004 as Document No. 0416145163, for ingress and egress, for pedestrian and vehicular access, all in Cook County, Illinois.

Parcel 3:

Non-Exclusive and Exclusive easements appurtenant to and for the benefit of Parcel 1 as set forth and defined in the Declaration Of Easements, Covenants, Conditions And Restrictions recorded March 15, 2005 as document No. 0507433198 for ingress and egress, for pedestrian and vehicular access, all in Cook County, Illinois.

PIN: 28-27-201-005-000

4029 W. 16th St.
Country Club Hills, Illinois 60478