

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0931345088 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2009 03:16 PM Pg: 1 of 9

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 10-35-104-075-0000

**Address:**

**Street:** 7100 N. RIDGEWAY AVE.

**Street line 2:**

**City:** LINCOLNWOOD

**State:** IL

**ZIP Code:** 60712

**Lender:** WELLS FARGO AUTO FINANCE, INC., a California Corporation

**Borrower:** 7100 N. Ridgeway, LLC, an Illinois limited liability company

**Loan / Mortgage Amount:** \$732,297.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

**Certificate number:** CAEE6D48-DAB1-4BB4-A323-D84BCF30BE21

**Execution date:** 07/30/2009

**UNOFFICIAL COPY****MORTGAGE, SECURITY AGREEMENT AND  
FIXTURE FILING**

09-0297

THIS MORTGAGE, made as of the 31<sup>st</sup> day of July, 2009, between 7100 N. Ridgeway, LLC, an Illinois limited liability company (the "Mortgagor"), with a principal address of 7100 N. Ridgeway Ave., Lincolnwood, Illinois 60712, and Wells Fargo Auto Finance, Inc., a California corporation (hereinafter referred to as "Lender"), with an office located at 2501 Seaport Drive, Suite BH300, MAC F6582-030, Chester, Pennsylvania 19103, witnesseth:

THAT WHEREAS, C.A.R. Leasing, Inc., an Illinois corporation ("Borrower"), is justly indebted to the Lender pursuant to: (a) that certain Secured Promissory Note of even date herewith executed and delivered by Borrower to Lender in the principal amount of Seven Hundred Thirty Two Thousand Two Hundred Ninety Seven Dollars (\$732,297.00) (as amended, renewed or restated from time to time, the "Promissory Note"), (b) that certain Settlement Agreement of even date herewith executed and delivered by Borrower and other parties to Lender (as amended, renewed or restated, from time to time, the "Settlement Agreement"), and (c) the other agreements, documents and instruments referenced in or executed pursuant to any of the foregoing (the "Other Agreements") (the Other Agreements, together with the Promissory Note and the Settlement Agreement are sometimes collectively referred to herein as the "Settlement Documents"). A portion of the indebtedness evidenced by the Settlement Documents may bear interest at a variable rate.

Above Space for Recorder's Use Only

NOW THEREFORE, to secure the full and timely payment and performance of all now existing and hereafter arising indebtedness evidenced by the Promissory Note, the Settlement Agreement and the Other Agreements, and the payment and performance of all now existing and hereafter arising liabilities, debts, covenants and agreements of Mortgagor to Lender as evidenced by and set forth in this Mortgage, and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor does by these presents WARRANT, GRANT, GIVE, BARGAIN, CONFIRM, ASSIGN, PLEDGE, SET OVER, TRANSFER, SELL, CONVEY, REMISE, RELEASE AND OTHERWISE MORTGAGE unto the Lender, and the Lender's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, lying and being in the CITY OF LINCOLNWOOD, COUNTY OF COOK, STATE OF ILLINOIS, to wit:

LOT 1 (EXCEPT THE NORTH 581 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) AND LOT 4 (EXCEPT THE SOUTH 409 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) IN JOHN R. WALL'S ADDITION TO LINCOLNWOOD BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "Premises".

Permanent Real Estate Index Number(s): 10-35-104-075-0000

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Address of Real Estate: 7100 N. Ridgeway Ave., Lincolnwood, Illinois 60712

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the Lender, and the Lender's successors and assigns, forever, for the purposes, and upon the uses herein set forth, to the extent permitted by law. THE MORTGAGOR HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL RIGHTS OF REDEMPTION AND ANY AND ALL HOMESTEAD RIGHTS. Mortgagor hereby covenants unto Lender that no mortgage liens or other encumbrances shall be filed against the Premises other than the lien granted in this Mortgage and prior mortgages which currently exist securing an aggregate principal amount not to exceed \$1,809,170.20 (the "Prior Mortgages").

The name of a record owner is: 7100 N. Ridgeway, LLC.

FIXTURE FILING. THIS INSTRUMENT CONSTITUTES A FIXTURE FINANCING STATEMENT UNDER THE ILLINOIS UNIFORM COMMERCIAL CODE COVERING THE ITEMS AND TYPES OF COLLATERAL DESCRIBED HEREIN. THE NAMES OF THE MORTGAGOR, AS DEBTOR, AND LENDER, AS SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL ARE AS DESCRIBED HEREIN, IN COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, AS ENACTED IN THE STATE OF ILLINOIS.

**ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells, conveys and warrants to Lender as additional security for the liabilities, indebtedness and obligations under the Settlement Documents and this Mortgage, the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Premises, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in way pertain to or are on account of the use or occupancy of the whole or any part of the Premises.

In the event any item listed as Leases or Rents is determined to be personal property, this Mortgage will also be regarded as a security agreement as to such personal property.

Mortgagor agrees that this assignment of Leases and Rents is immediately effective upon the recording of this Mortgage, and this assignment of Leases and Rents shall remain effective during any period of

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redemption by the Mortgagor until all indebtedness secured hereby is satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of the Rents due or to become due directly to Lender after the occurrence of an Event of Default. Upon receiving the notice of an Event of Default, Mortgagor will endorse and deliver to Lender any payment of Rents received by Mortgagor.

Mortgagor hereby represents, warrants and covenants unto Lender as set forth below:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and (6) not increase the principal amount secured by the Prior Mortgages or permit the holder of the Prior Mortgages to make any additional loans or financial accommodations secured thereby.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Lender duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor; provided, however, that if in the opinion of counsel for the Lender (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Lender may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the indebtedness hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Lender, and the Lender's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the indebtedness secured hereby.

5. Insurance.

A. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightening and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable, in case of loss or damage, to Lender, subject to the Prior Mortgage holder's rights, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.



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B. Mortgagor hereby acknowledges that the following notice by Lender is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15: Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interest in the Premises. This insurance may, but need not, protect Mortgagor's interests. The coverage that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Premises, Mortgagor will be responsible for the cost of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

C. If Mortgagor fails to (1) keep the Premises in good operating condition and repair or to replace or maintain the same as herein agreed, or (2) pay the premiums for the insurance which is required to be maintained hereunder, Lender, in its sole discretion, may cause such repairs or replacements to be made or obtain such insurance. Any amounts paid by Lender in taking such action together with interest thereon at the Default Rate, as hereinafter defined, shall be due and payable by Mortgagor to Lender upon demand, and, until paid, shall constitute a part of the indebtedness secured by this Mortgage and the Other Agreements. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Mortgagor from any Event of Default hereunder or impair any of the Lender's rights or remedies. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender, and in no event whatsoever, shall Lender be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

6. In case of an Event of Default herein, Lender may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Lender to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest applicable rate of interest under the Promissory Note (the "Default Rate"). Inaction of Lender shall never be considered as a waiver of any right accruing to the Lender on account of any default hereunder or the part of the Mortgagor.

7. The Lender making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.

8. At the option of the Lender and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Settlement Documents or in this Mortgage to the contrary, become due and payable (a) immediately in the case of a default in making payment of any installment of principal or interest or any other amount secured by this Mortgage, (b) Mortgagor becomes bankrupt, insolvent or commences any Federal and/or state bankruptcy, insolvency, reorganization or other proceeding including an assignment for the benefit of creditors that affects the rights of Lender or creditors in general, or (c) the occurrence of a breach, default or event of default under any of the Settlement Documents (the aforementioned are individually and collectively, an "Event of Default").

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9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness hereby secured in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Lender shall be a party, either a plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

10. The proceeds of any foreclosure sale of the Premises shall, subject to the rights of holders of the Prior Mortgage, be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all indebtedness secured hereby remaining unpaid; third, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

11. Upon or any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Lender may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessments or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the indebtedness hereby secured.

13. The Lender shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. After the occurrence of an Event of Default, the Mortgagor shall periodically deposit with the Lender such sums as the Lender may reasonably require for payment of taxes and assessments on the Premises if such deposits are not held by any holder of the Prior Mortgage. No such deposit shall bear any interest.

15. If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of the security is released, all persons now or at any time hereafter liable therefor, or

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interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Lender, notwithstanding such extension, variation or release.

16. Lender shall release this Mortgage and lien thereof by proper instrument upon the full payment and discharge of all indebtedness secured hereby.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word "Lender" when used herein shall include the successors and assigns of the Lender named herein and the holder or holders, from time to time, of the indebtedness secured hereby.

18. This Mortgage shall secure not only presently existing indebtedness, but also future advances, whether such advances are obligatory, to be made at the option of Lender, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the Cook County, Illinois Recorder's Office. The total amount of the indebtedness secured hereby, including, but not limited to, any disbursements which the Lender may make under this Mortgage or the Settlement Documents, at any one time outstanding shall not exceed Two Million and no/100 Dollars (\$2,000,000.00), and any disbursements made for payment of taxes, special assessments, or insurance on the Premises, and any other costs, fees, expenses or other indebtedness owed by Borrower to Lender pursuant to the Settlement Documents. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises and other matters given priority by operation of law.

19. Mortgagor hereby represents, warrants and covenants unto Lender that there are no, nor shall there hereafter be any, encumbrances, liens or charges against the Premises other than (i) the Prior Mortgages, (ii) the mortgage in favor of Lender created by this Mortgage, (iii) liens for general real estate taxes that are not past due, and (iv) minor imperfections to fee simple title which would not cause the Premises to be unmarketable.

20. Mortgagor represents that this Mortgage is executed and delivered in furtherance of legitimate business purposes and is therefore not subject to regulation as a consumer transaction.

21. (A) Lender shall not be required or obligated to take any of the following action prior to pursuing any rights or remedies Lender may have under this Mortgage, whether against the Premises or otherwise: (1) take any action to collect from, or to file any claim of any kind against Borrower, or any other person or entity liable, jointly or severally, for the full and timely performance of the liabilities evidenced by the Settlement Documents; (2) take any steps to protect, enforce, take possession of, perfect any interest in, foreclose or realize on any collateral or security securing the liabilities evidenced by the Settlement Documents; or (3) in any other respect, exercise any diligence whatsoever in enforcing, collecting or attempting to collect any of the liabilities by any means.

(B) Mortgagor unconditionally and irrevocably waives each and every defense which would otherwise impair, restrict, diminish or affect any of the liabilities or Lender's rights and remedies hereunder, including, without limitation, any suretyship defenses. Without limiting the foregoing, Lender shall have the exclusive right from time to time without impairing, restricting, diminishing or affecting any of the liabilities or Lender's rights and remedies hereunder and without notice of any kind to Mortgagor, to (1) provide additional financial accommodations to Borrower; (2) accept partial payments on the liabilities evidenced by the Settlement Documents; (3) take and hold collateral or security to secure the liabilities, or take any other guaranty to secure the liabilities; (4) in its sole discretion, apply any such collateral or security, and direct the order or manner of sale thereof, and the application of the proceeds thereof; (5) release any guarantor or co-obligor of the liabilities; and (6) settle, release, compromise, collect or otherwise liquidate the liabilities or exchange, enforce, sell, lease, use, maintain, impair and

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release any collateral or security therefor in any manner, without affecting or impairing any of Lender's rights under this Mortgage.

(C) Mortgagor hereby unconditionally waives (1) notice of any default by Borrower in the full and prompt payment or performance of the liabilities, and (2) presentment, notice of dishonor, protest, demand for payment and any other notices of any kind.

(D) Mortgagor assumes full responsibility for keeping informed of (1) the financial condition of Borrower; (2) the extent of the liabilities evidenced by the Settlement Documents; and (3) all other circumstances bearing upon Borrower or the risk of non-payment of the liabilities. Mortgagor agrees that Lender shall have no duty or obligation to advise, furnish or supply Mortgagor of or with any information known to Lender, including, but not limited to, the financial condition of Borrower, any other circumstances relating to non-payment of the liabilities or otherwise. If Lender, in its sole discretion, provides any advice or information to Mortgagor, Lender shall be under no obligation to investigate the matters contained in such advice or information, or to correct such advice or information if Lender thereafter knows or should have known that such advice or information is misleading or untrue, in whole or in part, or to update or provide any other advice or information in the future.

(E) Mortgagor acknowledges and agrees that Mortgagor may have a right of indemnification, subrogation, contribution and reimbursement from Borrower, or any guarantor of the liabilities. Mortgagor understands the benefits of having such rights, including, but not limited to, (1) Mortgagor's right to reimbursement from Borrower, or any other guarantor of all monies expended for the payment of the liabilities; and (2) Mortgagor's subrogation to the rights of Lender after payment of the liabilities. Mortgagor knowingly and voluntarily waives, releases and relinquishes Mortgagor's rights of indemnification, subrogation, contribution and reimbursement from Lender or any other party.

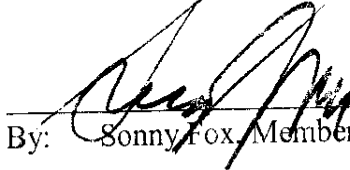
[signature page follows]



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Witness the hand of Mortgagor the day and year first above written.

7100 N. Ridgeway, LLC

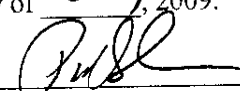
  
By: Sonny Fox, Member

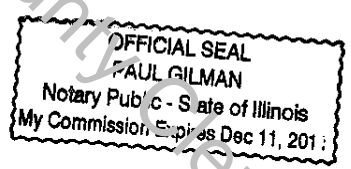
STATE OF ILLINOIS        )  
  )  
COUNTY OF Cook        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sonny Fox personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30<sup>th</sup> day of July, 2009.

My Commission Expires on: 12/11/2011

  
\_\_\_\_\_  
Notary Public



This instrument was prepared by and after recording should be mailed to:

Thompson Coburn LLP  
55 East Monroe Street, 37<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: James L. Oakley, Esq.