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This Document Prepared By
and After Recording Return To:



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111 West Monroe Street
Chicago, Illinois 60603

Doc#: 1117333076 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2011 10:58 AM Pg: 1 of 11

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THIRD SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Third Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of May 31, 2011 (the "Supplement") is being entered into between HAYES REAL ESTATE LLC, an Illinois limited liability company with its principal place of business and mailing address at 5959 South Harlem Avenue, Chicago, Illinois 60638 (hereinafter referred to as "Mortgagor") and HARRIS N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Hayes Mechanical LLC, a Delaware limited liability company ("Hayes Mechanical") did heretofore execute and deliver to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of May 5, 2008, recorded May 12, 2008 as Document No. 0813341055 with the Recorder's Office of Cook County, Illinois (the "Original Mortgage"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Hayes Mechanical owing to Mortgagee; and

WHEREAS, Hayes Mechanical, Mortgagor and Mortgagee did heretofore execute and deliver that certain Assumption and Modification Agreement dated as of December 31, 2008, recorded January 5, 2009 as Document No. 0900533005 with the Recorder's Office of Cook County, Illinois (the "Assumption") whereby, among other things, Mortgagor assumed all indebtedness, liabilities and other obligations (whether now existing or hereafter arising, fixed or contingent, foreseen or unforeseen) of Hayes Mechanical, and agreed to comply with and be bound by all the covenants, agreements, conditions, representations, warranties, restrictions and limitations contained in the Original Mortgage; and

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WHEREAS, Mortgagor and Mortgagee did heretofore execute and deliver that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 7, 2010, recorded July 7, 2010 as Document No. 1018833078 with the Recorder's Office of Cook County, Illinois (the "*First Supplement*") and that certain Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 28, 2011 (the "*Second Supplement*"; and the Original Mortgage, as assumed by Mortgagor pursuant to the Assumption, and as supplemented by the First Supplement and the Second Supplement, hereinafter referred to collectively as the "*Mortgage*"), whereby the parties thereto agreed to modify the "*indebtedness hereby secured*" as such term is defined in the Original Mortgage and to amend the "*maximum amount secured hereby*" as such term is defined in the Original Mortgage; and

WHEREAS, the Mortgage currently secures, among other indebtedness, the (i) revolving credit facility (the "*Revolving Credit*") in a maximum principal amount of \$17,500,000 with advances under the Revolving Credit evidenced by a Revolving Note dated as of April 28, 2011 of Hayes Mechanical payable to the order of Mortgagee and maturing in no event later than August 31, 2011 and bearing interest thereon at the rates and payable at the times provided in that certain Amended and Restated Credit Agreement by and between Hayes Mechanical, Mortgagor (Hayes Mechanical and Mortgagor hereinafter referred to individually as a "*Borrower*" and collectively as the "*Borrowers*"), Mycenaean Shield LLC formerly known as Hayes Holdings LLC, the equity owner of each Borrower, and Mortgagee dated as of December 31, 2008 (such Amended and Restated Credit Agreement, as amended from time to time, hereinafter referred to as the "*Credit Agreement*" and such Revolving Note being hereinafter referred to as the "*Existing Revolving Note*"), (ii) term credit facility (the "*Term A Credit*") in a maximum principal amount of \$3,146,667.00 with advances under the Term A Credit evidenced by a Term A Note dated as of December 31, 2008 of Mortgagor payable to the order of Mortgagee and maturing in no event later than May 31, 2015 or such later date agreed to by Mortgagee, the maturity date thereof, and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (the "*Term A Note*"), (iii) construction loan facility (the "*Construction Loan*") in a maximum principal amount of \$2,000,000 with advances under the Construction Loan evidenced by a Construction Note dated as of October 1, 2009 of Mortgagor payable to the order of Mortgagee and maturing in no event later than June 30, 2015 or such later date agreed to by Mortgagee, the maturity date thereof, and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (the "*Construction Note*"), and (iv) payment of all indebtedness, obligations and liabilities with respect to the Guaranty, Letters of Credit, Hedging Liability and Funds Transfer and Deposit Account Liability, as such terms are defined in the Mortgage; and

WHEREAS, the Borrowers concurrently herewith entered into a Eighth Amendment to Amended and Restated Credit Agreement with Mortgagee bearing even date herewith (the "*Seventh Amendment*") whereby the parties have agreed, among other things, to increase the Revolving Credit to \$22,000,000 and to amend various other terms and conditions set forth in the Credit Agreement; and

WHEREAS, pursuant to the Eighth Amendment, Hayes Mechanical is concurrently herewith executing and delivering to Mortgagee a replacement Revolving Note of Hayes Mechanical bearing even date herewith payable to the order of Mortgagee in the face principal

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sum of \$22,000,000 (such Revolving Note issued in substitution of and replacement for the Existing Revolving Note, the "*Revolving Note*") whereby Hayes Mechanical promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof) on August 31, 2011, or August 31, 2012 if extended by Mortgagee in its sole discretion, or such later date as agreed to by Mortgagee, the maturity date thereof, and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (the Revolving Note, the Term A Note, the Construction Note, and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "*Notes*" and individually as a "*Note*"); and

WHEREAS, as a condition precedent to entering into the Eighth Amendment, increasing the Revolving Credit to \$22,000,000, and making certain other financial accommodations to the Borrowers (collectively, the "*Consideration*"), Mortgagee requires Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for each of the Notes as defined herein, together with all of the other indebtedness, obligations and liabilities which the Mortgage currently secures, and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for the performance of the Consideration, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter made thereon, (ii) the payment of all sums due or owing with respect to Hedging Liability and Funds Transfer and Deposit Account Liability, (iii) the payment and performance of all obligations arising under any applications executed by Hayes Mechanical in connection with any of the Letters of Credit, including the obligation of Hayes Mechanical to reimburse Mortgagee for any draws under the Letters of Credit, (iv) the payment of all other indebtedness, obligations and liabilities which the Mortgage (as supplemented hereby) secures pursuant to any of its terms, (v) the payment of all indebtedness, obligations and liabilities whatsoever of the Borrowers and the Parent arising under the Guaranty, and (vi) the performance and observance of the covenants and agreements contained in the Mortgage (as supplemented hereby), the Credit Agreement (as amended), the Notes, the Hedging Agreements, the Funds Transfer and Deposit Account Agreements, the Guaranty, and any other instrument or document securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations, agreements and liabilities described in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, and its successors and assigns, and grant to Mortgagee, and its successors and assigns, a security interest in, all and singular that certain real estate lying and being in Cook County in the State of Illinois described on Schedule I attached

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hereto and made a part hereof, together with all of the properties, rights, interests and privileges described in Granting Clauses I through VII, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce Mortgagee to enter into the Seventh Amendment, for the performance of the Consideration, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. The Mortgage shall be and hereby is further amended as follows:

The phrase: "*Forty Five Million Two Hundred Ninety Three Thousand Three Hundred Thirty Four Dollars (\$45,293,334)*" set forth in Section 29 of the Mortgage shall be amended and restated in its entirety to read as follows: "*Fifty Four Million Two Hundred Ninety Three Thousand Three Hundred Thirty Four Dollars (\$54,293,334)*".

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term Notes shall be deemed references, collectively, to the Notes as defined herein and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as amended by the Eighth Amendment, and as the same may from time to time hereafter be further amended, modified or restated.

4. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically

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modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

5. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured, including without limitation, the increase in the Revolving Credit made by Mortgagee to Hayes Mechanical under the Credit Agreement which is evidenced by the Revolving Note (as defined herein). Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

6. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

7. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

"MORTGAGOR"

HAYES REAL ESTATE LLC

By Terry W. AnCel
Name: Terry W. AnCel
Title: President

Accepted and agreed to.

"MORTGAGEE"

HARRIS N.A.

By James Bucaro
Name: James Bucaro
Title: Senior Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry W. AnCel, President of Hayes Real Estate LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31 day of May, 2011.

Isabel Sultanian
Notary Public



Isabel Sultanian
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires: 1/2/2013

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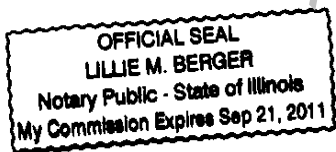
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES BUCHARO, VICE PRESIDENT of Harris N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of May, 2011.

Lillie M Berger
Notary Public

LILLIE M BERGER
(TYPE OR PRINT NAME)



(SEAL)

My Commission Expires: Sept. 21, 2011

Property of Cook County Clerk's Office

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SCHEDULE I LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY

Property of Cook County Clerk's Office

Property Address:

5959 S. Harlem Avenue
Chicago, Illinois 60638-3131

P.I.N. No.'s:

19-18-301-015-0000; 19-18-301-016-0000; 19-18-301-020-0000;
19-18-301-022-0000; and 19-18-301-023-0000

UNOFFICIAL COPY**SCHEDULE I****LEGAL DESCRIPTION****PARCEL 1:**

THE WEST 100 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 20 FEET THEREOF, AND EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET (EXCEPT THE NORTH 20 FEET THEREOF, ALSO EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT LINE RAILROAD, 675.64 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 337.82 FEET; RUNNING THENCE SOUTH 318.70 FEET TO THE NORTH LINE OF WEST 60TH STREET AS SHOWN ON THE PLAT OF FREDERICK H. BARTLETTS CHICAGO HIGHLANDS; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID WEST 60TH STREET, 337.66 FEET; RUNNING THENCE NORTH 321.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF BLOCK 3 WHICH LIES BETWEEN BLOCKS 4 AND 15 AND THAT PART OF SAID BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 4, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF BLOCK 16 WHICH LIES WEST OF THE EAST LINE OF BLOCK 15 EXTENDED NORTH, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, AND NORTH OF A

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LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18 AFORESAID (EXCEPT THE WEST 50 FEET AND THE SOUTH 33 FEET OF SAID PREMISES TO BE USED FOR STREET PURPOSES AND EXCEPT THE EAST 125.0 FEET THEREOF AND EXCEPT THAT PART OF BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS

BLOCK 3 (EXCEPT THE WEST 17 FEET TAKEN FOR HARLEM AVENUE AND THE EAST 125.0 FEET THEREOF, MEASURED ON THE NORTH LINE OF BLOCK 3 AND EXCEPT THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCELS ARE ALSO KNOWN AS: THAT PART OF BLOCKS 3, 4, 15 AND 16 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 15 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF WEST 60TH, STREET AS SHOWN ON HARLEM SIXTY THIRD RESUBDIVISION 725.53 FEET TO THE EAST LINE OF SOUTH HARLEM AVENUE AS WIDENED; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID EAST LINE 293.69 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE 725.92 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 15 EXTENDED NORTH; THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE 287.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

Property Address:

5959 S. Harlem Avenue

Chicago, Illinois 60638-3131

P.I.N. No.'s:

19-18-301-015-0000; 19-18-301-016-0000; 19-18-301-020-0000;
19-18-301-022-0000; and 19-18-301-023-0000