

UNOFFICIAL COPY



This instrument was prepared by and, after recording, return to:

Allen C. Balk
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606

Doc#: 1310219083 Fee: \$106.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/12/2013 03:46 PM Pg: 1 of 31

Permanent Real Estate Tax Index No.:
See Exhibit A attached hereto

Address:
See Exhibit A attached hereto

This space reserved for Recorder's use only

FIDELITY NATIONAL TITLE 999100652

FIRST AMENDMENT TO LOAN DOCUMENTS

181

FOUR SEASONS

THIS FIRST AMENDMENT TO LOAN DOCUMENTS (this "Agreement") is made as of March 28, 2013 by and among **RODZILA PROPERTIES FOUR SEASONS, LLC**, an Indiana limited liability company ("Rodzila Four Seasons"), **4200 W. 124TH PLACE, LLC**, an Illinois limited liability company series ("Keeler"), **14000 S. KILDARE, LLC**, an Illinois limited liability company series ("Kildare"), **14634 S. PULASKI, LLC**, an Illinois limited liability company series ("Pulaski"), **6445 W. 111TH STREET, LLC**, an Illinois limited liability company series ("Worth"), **4649 W. 147TH STREET, LLC**, an Illinois limited liability company series ("Blackhawk"), **4627 W. 120TH STREET, LLC** ("4627"), **11615 S. AUSTIN, LLC**, an Illinois limited liability company series ("Austin"), **13840 S. HARRISON, LLC**, an Illinois limited liability company series ("Harrison"), **5307 W. 124TH STREET, LLC**, an Illinois limited liability company series ("124"), **13647 S. CICERO, LLC**, an Illinois limited liability company series ("Crestwood"), **14606 S. PULASKI, LLC**, an Illinois limited liability company series ("14606"), each a division of Rodzila Properties, LLC, an Illinois limited liability company, **FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427** ("FMB 8427") and **J D J PARTNERS**, an Illinois general partnership ("JDJ"), (Keeler, Kildare, Pulaski, Williams, Tiffany, Worth, Blackhawk, 4627, Austin, Harrison, 124, Crestwood, 14606, FMB 8427 and JDJ are hereinafter referred to individually and collectively, as "Existing Borrower," and together with Rodzila Four Seasons, "Borrower"), **DAVID J. SHEWMAKE**, individually, and **LORENA A. SHEWMAKE**, individually (hereinafter referred to individually and collectively as "Guarantor"), and **FIRST MIDWEST BANK**, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated February 12, 2013 ("Loan Agreement") among Existing Borrower, Guarantor and Lender,

UNOFFICIAL COPY

Lender has previously extended to Existing Borrower a loan in the principal amount of Ten Million Eighty Three Thousand and No/100 Dollars (\$10,083,000.00) (the "Existing Loan").

B. The Loan is evidenced by that certain Promissory Note (Refinance) dated February 12, 2013 in the principal amount of Nine Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$9,383,000.00) (the "Refinance Note") and that certain Promissory Note (Acquisition) dated February 12, 2013 in the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00) (the "Acquisition Note," and collectively with the Refinance Note, the "Existing Note"), each made by Existing Borrower and each made payable to the order of and delivered to Lender.

C. The Existing Note is secured by, *inter alia*, that certain (i) Amended and Restated Mortgage dated February 12, 2013, recorded with the Cook County Recorder of Deeds ("Recorder's Office") (as amended, supplemented, replaced and renewed from time to time, collectively the "Existing Mortgage"), (ii) Assignment of Rents and Leases dated February 12, 2013, recorded with the Recorder's Office (as amended, supplemented, replaced and renewed from time to time, collectively, the "Existing Assignment of Rents"), (iii) a Guaranty from each of the Guarantors dated February 12, 2013 (the "Existing Guaranty") and (iv) Environmental Indemnity Agreement dated February 12, 2013 ("Existing Indemnity Agreement") (the documents described in sections (i) through (iv) above being hereinafter collectively referred to as the "Existing Loan Documents").

D. Borrower and Guarantor have requested that Lender increase the Existing Loan by \$977,500.00 to the principal amount of Eleven Million Sixty Thousand Five Hundred and No/100 Dollars (\$11,060,500.00) (as increased, the "Loan"). Four Seasons intends to use the additional Loan proceeds to acquire the real property described on **Exhibit A-14** attached hereto (the "Four Seasons Property"). The Four Seasons Property is not presently encumbered by the Existing Loan Documents and Lender has agreed to increase the Loan provided the Loan Documents are amended to include and encumber the Four Seasons Property and that the Four Seasons Borrower joins in the Loan Documents. Lender is willing to do so on the terms and conditions set forth in this Agreement. The Loan, as amended hereby, is evidenced by (i) this Agreement, (ii) the Existing Note and (iii) that certain Promissory Note of even date herewith in the principal amount of \$977,500.00 made by Borrower and made payable to the order of and delivered to Lender (the "Four Seasons Note", and together with the Existing Note, collectively, the "Note"). The Note is payable to the order of and delivered to Lender in and by which said Note the Borrower promises to pay the said principal sum and interest in the manner and at the rates as provided therein. The Note is secured by, *inter alia*, the Existing Loan Documents and that certain (i) Mortgage and Security Agreement of even date herewith (the "Four Seasons Mortgage"), (ii) Assignment of Rents and Leases of even date herewith (the "Four Seasons Assignment of Rents"), and (iii) Environmental Indemnity Agreement of even date herewith ("Four Seasons Indemnity Agreement") (the documents described in sections (i) through (iv) above being hereinafter collectively referred to as the "Four Seasons Loan Documents"). The Note, the Loan Agreement, this Agreement, the Existing Loan Documents, the Four Seasons Loan Document, as amended from time to time, and any other document or instrument evidencing or securing the Note or delivered to induce Lender to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents."

UNOFFICIAL COPY

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Capitalized Terms**. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

3. **Increase in Loan Amount**. The principal amount of the Loan is hereby increased by Nine Hundred Seventy Seven Thousand Five Hundred and No/100 (\$977,500.00), from Ten Million Eighty Three Thousand and No/100 Dollars (\$10,083,000.00) to Eleven Million Sixty Thousand Five Hundred and No/100 Dollars (\$11,060,500.00). The Loan Agreement and each of the Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the amount of the Loan, or the amount of \$10,083,000.00 (either in numbers or words, as the case may be) is hereby amended to be \$11,060,500.00 (either in numbers or words, as the case may be) as the principal amount of the Loan. The Loan continues to be secured by each of the Loan Documents, such that each of said Loan Documents secure the full and prompt payment of the Note, as increased by the addition of the Four Seasons Note, and the full and prompt performance of all the terms, covenants and conditions of this Agreement.

4. **Issuance of Four Seasons Note**. Borrower and Lender agree that Borrower shall execute and deliver that certain Four Seasons Note of even date herewith in the principal amount of \$977,500.00 made by Borrower and made payable to the order of and delivered to Lender.

5. **Amendment of Loan Agreement**. The Loan Agreement is hereby modified as follows:

(a) The definition of "Borrowers" in Section 1.3 is amended to add new Section 1.3.12, as follows:

"Rodzila Properties Four Seasons, LLC, an Indiana limited liability company, shall be the owner of fee simple title to the Four Seasons Property;"

(b) The definition of "Maturity Date" in Section 1.16 is deleted and replaced in its entirety, as follows:

"Maturity Date. With respect to the Acquisition Note, December 30, 2014, or such earlier date when all the indebtedness (as hereinafter defined) shall be due and payable in accordance with the terms thereof, and with respect to the Refinance Note, December 30, 2017, or such earlier date when all the

UNOFFICIAL COPY

indebtedness (as hereinafter defined) shall be due and payable in accordance with the terms thereof.”

(c) The definition of “Property” in Section 1.22 is amended to add new Section 1.22.14, as follows:

“That certain real property located at 9001-9201 109th Street in Crown Point, Lake County, Indiana and legally described in **Exhibit A-14** attached hereto, improved with a 36,157 retail center (the “Four Seasons Property”). The owner of the Four Seasons Property is [Four Seasons Borrower].”

(d) The introductory paragraph of Article 3 is deleted and replaced in its entirety, as follows:

“**THE LOAN TERMS.** Subject to the terms and conditions herein contained, Lender shall lend to Borrower and Borrower shall borrow from Lender in connection with the Project, a loan in the principal amount of Eleven Million Sixty Thousand Five Hundred and No/100 Dollars (\$11,060,500.00 (the “Loan”), which shall be evidenced by a promissory note in the principal amount of Nine Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$9,383,000.00) (“Refinance Note”), a promissory note in the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00) (“Acquisition Note”), and a promissory note in the principal amount of Nine Hundred Seventy Seven Thousand Five Hundred and No/100 (\$977,500.00) (“Four Seasons Note”). The Refinance Note, the Acquisition Note and the Four Seasons Note are collectively referred to herein as the “Note.””

(e) New Section 6.19.14 is added, as follows:

“The Four Seasons Property is owned by Rodzila Properties Four Seasons, LLC, an Indiana limited liability company.”

(f) **Exhibit A-14** to this Agreement is added as new **Exhibit A-14** to the Loan Agreement.

6. **Amendment of Existing Mortgage.** The definition of “Maturity Date” in the Existing Mortgage shall mean, with respect to the Acquisition Note, December 30, 2014, or such earlier date when all the indebtedness shall be due and payable in accordance with the terms thereof, and with respect to the Refinance Note, December 30, 2017, or such earlier date when all the indebtedness shall be due and payable in accordance with the terms thereof. The Existing Mortgage is hereby modified to include the Four Seasons Note as a part of the indebtedness owed to Mortgagee. In order to further secure the indebtedness evidenced by the Note and secured by the Mortgage and the other Loan Documents, the Mortgage and the other Loan Documents are hereby modified and amended to include within the Property as defined in the Mortgage all of the Four Seasons Property. The Four Seasons Property shall be encumbered by the Loan Documents and subject to all of the covenants, terms, and provisions thereof, with each Borrower hereby giving, bargaining, selling, warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over,

UNOFFICIAL COPY

and confirming unto Lender all of the their estate, right, title and interest in, to and under the Crown Property all to the same end and with the same force and effect as if included at the time the Mortgage was executed and delivered. As to the Four Seasons Property, each Borrower and Guarantor makes all representations and warranties in the Loan Documents originally applicable to the each Property, and agrees that the Four Seasons Property shall be subject to all covenants and provisions of the Loan Documents as if originally subject thereto. Any reference to the "Property, "Property", "Premises", "Property" or other legal description describing the Original Property in the Loan Documents shall be deemed a referenced to the Four Seasons Property.

7. **Issuance of Four Seasons Loan Documents.** Borrower shall execute and deliver the Four Seasons Mortgage, the Four Seasons Assignment of Rents and the Four Seasons Indemnity Agreement in form and substance acceptable to Lender. In addition, Borrower shall satisfy the Lender's requirements set forth in the Checklist.

8. **Loan Fee.** As a condition of this Agreement, Borrower shall pay to Lender a Loan Fee in the amount of \$4,887.50, which shall be considered to be fully earned upon execution of this Agreement, and shall be payable in cash by Borrower upon the execution of this Agreement.

9. **Reaffirmation of Guaranty.** Each Guarantor ratifies and affirms the Existing Guaranty and agrees that the Existing Guaranty is hereby modified to include the Four Seasons Loan, and is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Existing Guaranty are, as of the date hereof, true and correct and no Guarantor knows of any default thereunder. The Existing Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Existing Guaranty. All waivers set forth in the Existing Guaranty are hereby incorporated herein by this reference.

10. **Borrower Affirmation.** Each Borrower hereby affirms all of its obligations set forth in the Loan Documents, as amended, and agrees to perform each and every covenant, agreement and obligation therein and herein, and further agrees to be bound by each and all of the terms and provisions thereof. Each Property shall in all respects be subject to the lien, charge, and encumbrances of the Loan Documents and Mortgage and nothing herein contained or done shall adversely affect the lien, charge, or encumbrance of the Loan Documents or the Mortgage, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.

11. **Other Conforming Amendments.** The Loan Documents, all as amended by this Agreement, are hereby amended to reflect the terms of this Agreement including, without limitation, the addition of Four Seasons as Borrower and the increase in the total principal amount of the Loan. Any and all references in the Loan Documents to "Borrower" or "Borrowers" shall mean the Existing Borrower and Four Seasons, collectively. Any and all references in the Loan Documents to the "Note" shall mean the Existing Note and the Four Seasons Note, collectively. Any and all references in the Loan Documents to the "Mortgage" shall mean the Existing Mortgage and the Four Seasons Mortgage, collectively. Any and all references to the "Guaranty" in the Loan Documents shall mean the Existing Guaranty and the Four Seasons Guaranty, collectively. All requirements, conditions and obligations under any of

UNOFFICIAL COPY

the Loan Agreement, the Note, the Mortgage and other Loan Documents, as amended, shall apply, govern and control the repayment of the Loan as amended hereby.

12. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Fidelity National Title Company, LLC (“FNF”) to issue a date down endorsement to Lender’s title insurance policy No. 2011 999100652 (“Lender’s Policy”) as of the date the Four Seasons Mortgage is recorded, which (i) reflects the recording of the Four Seasons Mortgage and the Four Seasons Assignment of Rents; (ii) extends the effective date of the Loan Policy to the date of recording of the Four Seasons Mortgage, (iii) insures for all amounts disbursed under the Loan through the date of recording the Four Seasons Mortgage, and (iv) raises no new exceptions or other new matters to title which are objectionable to Lender, in Lender’s reasonable determination. Borrower shall also cause Chicago Title Insurance Company to issue its loan policy, in form and substance acceptable to the Lender, and a hold harmless letter in favor of FNF so as to cause FNF to include the Four Seasons Property and Mortgagee as part of the Lender’s Policy.

13. **Priority.** This Agreement and any of the documents executed in connection herewith shall not constitute a novation and shall in no way adversely affect or impair the security granted under the Loan Documents, and that all sums advanced in connection herewith shall have the same priority as the sums originally advanced under the Loan Documents. In the event this Agreement, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of any of the Loan Documents, then, to the extent such instrument creates a charge upon the Property in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in the Property between the time of the recording of the Mortgage and the recording hereof are prejudiced thereby, if any, this instrument shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Borrower to Lender shall have been paid.

14. **Loan Expenses.** In addition to the Loan Expenses (as such term is defined in the Loan Agreement), Borrower agrees to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender’s reasonable attorney’s fees in connection with the negotiation and documentation of the agreements contained in this Agreement, and other supporting documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Agreement, and other documents (collectively, the “Additional Loan Expenses”). In addition, as a condition of this Agreement, Borrower shall pay to Lender the Loan Fee, which shall be fully earned by Lender as required under Section 8 hereof. In the event the Additional Loan Expenses are not paid to Lender within five (5) days after the written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate.

15. **Representations and Warranties of Borrower and Guarantor.** Borrower and each Guarantor hereby represents, covenants and warrants to Lender, that to the best of their knowledge, as follows:

UNOFFICIAL COPY

(a) The representations and warranties in this Agreement and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Note or the other Loan Documents, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower and Guarantor. This Agreement has been duly executed and delivered on behalf of Borrower and Guarantor.

16. **Additional Requirements.** The obligation of Lender to amend the Loan as set forth herein shall be subject to Borrower, each Guarantor and others having delivered, or having caused to be delivered to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

(a) This First Amendment to Loan Documents executed by Borrower, each Guarantor and Lender;

(b) The Four Seasons Note, executed by Borrower;

(c) The Four Seasons Mortgage, executed by Borrower;

(d) The Four Seasons Assignment of Rents, executed by Borrower;

(e) The Four Seasons Indemnity Agreement, executed by Borrower;

(f) Certified Resolutions of the Manager of Borrower, and any other required action in connection with the amendment of the Loan, the execution and delivery of the documents herein required, and the performance of the Loan, as amended;

UNOFFICIAL COPY

- (g) Payment of the Loan Fee;
- (h) Payment of the Loan Expenses; and
- (i) Such other items as Lender may require.

17. **Entire Agreement.** Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

18. **Construction of Agreement.** Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, each Guarantor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement. Except for matters superficially amended by this Agreement, in the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

19. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

21. **Cross Default/Cross Collateralization.**

(a) An "Event of Default" under any of the Loan Documents by any Borrower shall be and constitute an "Event of Default" of all of the Borrowers under all of the Loan Documents, in which events, the Lender may, in its sole and absolute discretion, elect to accelerate the Note and elect to enforce such remedies as are available under the terms of the Loan Documents.

(b) Each Borrower acknowledges and agrees that, under the Loan Documents, it grants a security interest in, hypothecates, mortgages, assigns and pledges to Lender all of its Property and Assets as collateral security for the repayment of the Loan and the performance of

UNOFFICIAL COPY

the covenants and agreements under the Loan Documents for the benefit of each of the Borrowers. Such mortgages, security interests, assignments and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under all of the Loan Documents or otherwise as a "secured party" under the Uniform Commercial Code in effect from time to time and as a mortgagee under the statutes of the State where the Property is located, together with any and all other rights and remedies otherwise provided and available to a secured party and/or mortgagee at law or in equity as of the date of this Agreement or the date of any such Event of Default.

(c) Each Borrower acknowledges and agrees that they are under the common ownership, management and control, and that the Loan made by Lender is of benefit to each and every Borrower, and that each Borrower, and all Borrowers, collectively, have received reasonably equivalent value for such obligations and grant of collateral.

(d) This ^{Document} Note is executed by FMB 8427, not personally, but solely as Trustee under Trust as hereinabove defined, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Trustee for FMB 8427, because of, or in respect of the Loan or the making, issue or transfer of the Loan, all such liability with respect to FMB 8427. Notwithstanding the foregoing or any other limitations set forth in this Note or the other Loan Documents with respect to FMB 8427, in its capacity as Trustee, having no personal liability for the payment of the Loan or performance under the Loan Documents, nothing contained herein shall modify, diminish, or discharge the personal liability of the Borrower, the Beneficiary of FMB 8427, and the Guarantor, who shall remain personally obligated to pay the Loan and perform all of their respective obligations as set forth in this Note and the Loan Documents. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

[Signatures on the following page]

UNOFFICIAL COPY

This Agreement is executed the day and year first above written.

BORROWER:

RODZILA PROPERTIES FOUR SEASONS, LLC, an Indiana limited liability company

By: David J. Shewmake
Name: David J. Shewmake
Its: Member

4200 W. 124TH PLACE, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: David J. Shewmake
Name: David J. Shewmake
Its: Member

14000 S. KILDARE, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: David J. Shewmake
Name: David J. Shewmake
Its: Member

14634 S. PULASKI, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

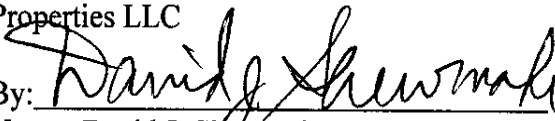
By: David J. Shewmake
Name: David J. Shewmake
Its: Member

6445 W. 111TH STREET, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

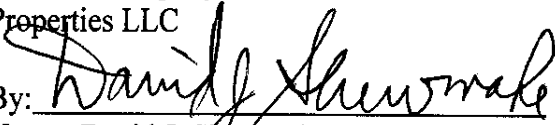
By: David J. Shewmake
Name: David J. Shewmake
Its: Member

UNOFFICIAL COPY

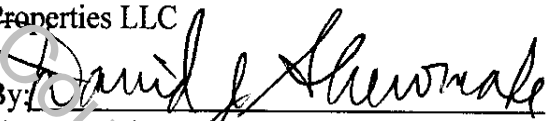
4649 W. 147TH STREET, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: 
 Name: David J. Shewmake
 Its: Member

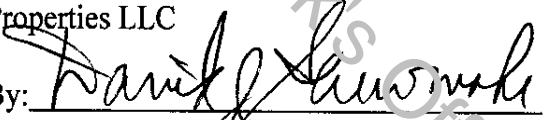
4627 W. 120TH STREET, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: 
 Name: David J. Shewmake
 Its: Member

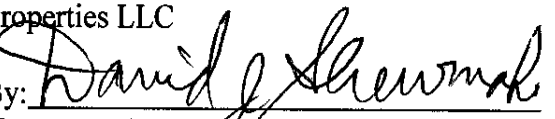
11615 S. AUSTIN, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: 
 Name: David J. Shewmake
 Its: Member

13840 S. HARRISON, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: 
 Name: David J. Shewmake
 Its: Member

5307 W. 124TH STREET, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: 
 Name: David J. Shewmake
 Its: Member

UNOFFICIAL COPY

13647 S. CICERO, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: *David J. Shewmake*
Name: David J. Shewmake
Its: Member

14606 S. PULASKI, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC

By: *David J. Shewmake*
Name: David J. Shewmake
Its: Member

FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427 *and not personally*

By: *Rosa Arias Angeles*
Name: Rosa Arias Angeles
Its: Trustee

J D J PARTNERSHIP, an Illinois general partnership

By: *David J. Shewmake*
Name: DAVID J. SHEWMAKE
Its: Partner

UNOFFICIAL COPY

GUARANTOR:

David J. Shewmake

DAVID J SHEWMAKE, personally and
individually

Lorena A. Shewmake

LORENA A. SHEWMAKE, personally and
individually

LENDER:

FIRST MIDWEST BANK

By: _____

Name: _____

Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

GUARANTOR:

DAVID J SHEWMAKE, personally and
individually

LORENA A. SHEWMAKE, personally and
individually

LENDER:

FIRST MIDWEST BANK

By: _____
Name: David S. Hall
Its: SVP

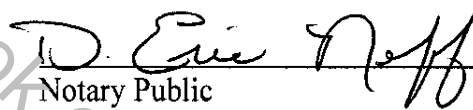
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF INDIANA)
) SS.
 COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Shewmake, a member of 4200 W. 124th Place, LLC, 14000 S. Kildare, LLC, 14634 S. Pulaski, LLC, 525 Williams Street, LLC, 4700 W. 147th Street, LLC, 6445 W. 111th Street, LLC, 4649 W. 147th Street, LLC, 4627 W. 120th Street, LLC, 11615 S. Austin, LLC, 13840 S. Harrison, LLC, 5307 W. 124th Street, LLC, 13647 S. Cicero, LLC, and 14606 S. Pulaski, LLC, each an Illinois limited liability company series, a division of Rodzila Properties, LLC, Rodzila Properties Four Seasons LLC, an Indiana limited liability company and a partner of JDJ Partners, an Illinois general partnership (collectively, the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of March, 2013.


 Notary Public

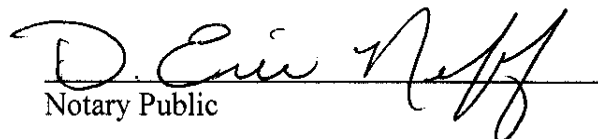
(SEAL)

My Commission Expires: 08/07/2014

STATE OF INDIANA)
) SS.
 COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Shewmake and Lorena A. Shewmake, who is 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and notarial seal, this 18th day of March, 2013.


 Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David S. Hall, the Senior Vice President of FIRST MIDWEST BANK ("Bank"), who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of March, 2013.

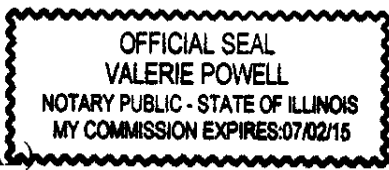


Ann T. Taylor
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rosa Arias Angeles, the TRUST OFFICER of FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer 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 of said Trustee, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of March, 2013.



Valerie Powell
Notary Public

(SEAL)
My Commission Expires: 7/2/15

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of FIRST MIDWEST BANK ("Bank"), who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ___ day of March, 2013.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rosa Arias Angeles, the TRUST OFFICER of FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer 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 of said Trustee, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of March, 2013.



(SEAL)

Valerie Powell
Notary Public

My Commission Expires: 7/2/15

UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION OF REAL ESTATE

(Keeler Property)

LOT 3 (EXCEPT THE NORTH 860 FEET THEREOF) IN ALSIP INDUSTRIAL HIGHLANDS, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-27-408-014-0000

COMMONLY KNOWN AS: 4200 W. 124TH ST., ALSIP, ILLINOIS

UNOFFICIAL COPY

EXHIBIT A-2

LEGAL DESCRIPTION OF REAL ESTATE

(Kildare Property)

LOT 2 IN CREST INDUSTRIAL CENTER ADDITION, BEING A RESUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-03-100-059-0000

COMMONLY KNOWN AS: 14000 S. KILDARE AVENUE, CRESTWOOD, ILLINOIS 60445

UNOFFICIAL COPY

EXHIBIT A-3

LEGAL DESCRIPTION OF REAL ESTATE

(Pulaski Property)

LOTS 11, 12 AND 13 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 30 IN MANUS MIDLOTHIAN PARK, A SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS: 28-10-229-020-0000; 28-10-229-021-0000; 28-10-229-022-0000

COMMONLY KNOWN AS: 14634-14636 S. CRAWFORD, MIDLOTHIAN, ILLINOIS

UNOFFICIAL COPY

EXHIBIT A-4

LEGAL DESCRIPTION OF REAL ESTATE

(Worth Property)

LOT 14 AND LOT 15 (EXCEPT THE SOUTH 198.77 FEET THEREOF) IN GILBERT'S RIDGELAND VILLAGE BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 24-19-239-001-0000 AND 24-19-239-008-0000

COMMONLY KNOWN AS: 6445-95 W. 111TH ST., WORTH, ILLINOIS 60482

UNOFFICIAL COPY

EXHIBIT A-5

LEGAL DESCRIPTION OF REAL ESTATE

(Blackhawk Property)

LOT 34 (EXCEPT THE EAST 70.00 FEET THEREOF) IN FOUREST WALK SUBDIVISION, A RESUBDIVISION OF BLOCKS 3 AND 16 IN ARTHUR T. MC INTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 9, THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST 33.80 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 10 (EXCEPT THE WEST 33.00 FEET THEREOF TAKEN FOR PUBLIC STREET) IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-10-300-096-0000

COMMONLY KNOWN AS: 4649-73 WEST 147TH ST., MIDLOTHIAN, ILLINOIS 60445

UNOFFICIAL COPY

EXHIBIT A-6

LEGAL DESCRIPTION OF REAL ESTATE

(4627 Property)

ALL OF LOT 13 (EXCEPT THE WEST 38 FEET THEREOF) AND ALL OF LOT 14 IN STOLL'S CICERO AVENUE INDUSTRIAL SUBDIVISION NO. 1, OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-27-100-030-0000

COMMONLY KNOWN AS: 4627-33 W. 120TH ST., ALSIP, ILLINOIS 60803

UNOFFICIAL COPY

EXHIBIT A-7

LEGAL DESCRIPTION OF REAL ESTATE

(Austin Property)

LOT 2 IN IPEMA'S 3RD ALSIP INDUSTRIAL SUBDIVISION OF THE WEST HALF OF THE SOUTH 20 ACRES OF THE NORTH 40 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-20-402-014-0000

COMMONLY KNOWN AS: 11615 S. AUSTIN AVE., ALSIP, ILLINOIS 60803

UNOFFICIAL COPY

EXHIBIT A-8

LEGAL DESCRIPTION OF REAL ESTATE

(Harrison Property)

THE SOUTH 200.00 FEET OF THE WEST 137.00 FEET OF LOT 1 OWNER'S SUBDIVISION OF LOT 4 OF PETER ENGLAND'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-01-204-016-0000

COMMONLY KNOWN AS: 13840-46 S. HARRISON ST., BLUE ISLAND, ILLINOIS 60406

UNOFFICIAL COPY

EXHIBIT A-9

LEGAL DESCRIPTION OF REAL ESTATE

(124 Property)

LOT 6 (EXCEPT THE NORTH 300 FEET THEREOF, AND EXCEPTING THE EAST 315 FEET OF LOT 6 AS MEASURED ALONG THE SOUTH LINE OF 123RD PLACE) IN LARAMIE TRI-STATE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE WEST HALF OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL 4A AS CREATED BY THE DECLARATION AND GRANT OF EASEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 33779, DATED JULY 26, 1976 AND RECORDED MAY 16, 1980 AS DOCUMENT NUMBER 25458872, AND AMENDED BY AMENDMENT THERETO, RECORDED JUNE 24, 1980 AS DOCUMENT NUMBER 25495907, FOR ROADWAY PURPOSES AND INGRESS AND EGRESS OVER AND UPON THE WEST 30 FEET OF THE EAST 315 FEET, AS MEASURED ALONG THE SOUTH LINE OF 123RD PLACE, OF LOT 6 IN LARAMIE TRI-STATE DEVELOPMENT, AFORESAID.

PIN: 24-28-400-034-0000

COMMONLY KNOWN AS: 5307-36 W. 124TH ST, ALSIP, ILLINOIS 60803

UNOFFICIAL COPY

EXHIBIT A-10

LEGAL DESCRIPTION OF REAL ESTATE

(Crestwood Property)

LOT 2 IN DUNKIN RESUBDIVISION OF THE WEST 200 FEET OF LOT 1 IN CRESTWOOD DEVELOPMENT, BEING A SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 40 ACRES OF THE PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 60 ACRES OF THE NORTHWEST QUARTER AND THE NORTH OF THE SOUTH 580 FEET OF THE NORTHWEST QUARTER IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 50 FEET THEREOF TAKEN FOR HIGHWAY PURPOSES IN CICERO AVENUE) IN COOK COUNTY, ILLINOIS.

PIN: 28-03-100-089-0000

COMMONLY KNOWN AS: 13647-57 S. CICERO AVE., CRESTWOOD, ILLINOIS 60445

UNOFFICIAL COPY

EXHIBIT A-11

LEGAL DESCRIPTION OF REAL ESTATE

(14606 Property)

LOTS 3, 4, 5, 6, 7, 8, 9, AND 10 IN BLOCK 30 IN MANUS MIDLOTHIAN PARK, BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 17.00 FEET OF SAID LOTS TAKEN FOR WIDENING OF CRAWFORD AVENUE), IN COOK COUNTY, ILLINOIS

PIN NOS: 28-10-229-012-0000, 28-10-229-013-0000; 28-10-229-014-0000;
28-10-229-015-0000; 28-10-229-016-0000; 28-10-229-017-0000;
28-10-229-018-0000; 28-10-229-019-0000

COMMONLY KNOWN AS: 14606-08,-12,-16,-18,-22 SOUTH PULASKI ROAD, MIDLOTHIAN,
ILLINOIS 60445

UNOFFICIAL COPY

EXHIBIT A-12

LEGAL DESCRIPTION OF REAL ESTATE

(Williams Property)

LOTS 1, 2 AND 3 IN WILLIAM STREET CENTER SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 03, 1980 AS DOCUMENT 25610138.

PINS: 29-27-310-016-0000; 29-27-310-017-0000 AND 29-27-310-018-0000

COMMONLY KNOWN AS: 525-99 WILLIAMS ST., THORNTON, ILLINOIS 60476

UNOFFICIAL COPY

EXHIBIT A-13

LEGAL DESCRIPTION OF REAL ESTATE

(Tiffany Property)

LOT 1 IN CORSI PLAZA RESUBDIVISION OF PART OF LOT 25 IN 1ST ADDITION TO MIDLOTHIAN GARDENS BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1982, AS DOCUMENT NUMBER 26432989 IN COOK COUNTY, ILLINOIS

PIN: 28-10-116 057-0000

COMMONLY KNOWN AS: 4700-40 W. 147TH ST., MIDLOTHIAN, ILLINOIS 60445

UNOFFICIAL COPY

EXHIBIT A-14

LEGAL DESCRIPTION OF REAL ESTATE

(Four Seasons Property)

ADDRESS: 9001-9291 109th Street, Winfield, Indiana

PIN NO: 45-17-09-201-010.001-044
45-17-09-201-012.000-047

Parcel 1: Lot 1, except the East 140 feet thereof, Four Season's Plaza, as per plat thereof, recorded in Plat Book 56 page 38, and as revised in Plat Book 57 page 30, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: An Easement for an enclosed Storm Water Drainage System for the benefit of Parcel 1 as created in an easement dated July 16, 1980 and recorded September 4, 1980 as Document No. 596882, over the following described parcel of land:

A strip of Ground 15.0 feet in width lying in the Northwest Quarter of the Northeast Quarter of Section 9, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a point on the North line of said Northwest Quarter of the Northeast Quarter that is North 89 degrees 21 minutes 19 seconds West, 664.80 feet from the Northeast corner thereof; thence South 00 degrees 14 minutes 50 seconds West, 211.16 feet to the point of beginning; thence South 00 degrees 14 minutes 50 seconds West, 8.84 feet; thence South 67 degrees 53 minutes 08 seconds East, 9.29 feet; thence South 58 degrees 17 minutes 50 seconds West, 114.15 feet; thence South 43 degrees 57 minutes 36 seconds West, 250.85 feet; thence North 46 degrees 02 minutes 24 seconds West, 15.00 feet, thence North 43 degrees 57 minutes 36 seconds East, 252.74 feet; thence North 51 degrees 17 minutes 50 seconds East, 115.23 feet to the point of beginning, in Lake County, Indiana, subject to the terms, provisions and conditions contained in said easement.

Parcel 3: The South 157.18 feet of the East 140 feet of Lot 1, Four Season's Plaza, in the Town of Winfield, as per plat thereof, recorded in Plat book 56, page 38, and as revised in Plat book 57 page 30, in the Office of the Recorder of Lake County, Indiana.