

# UNOFFICIAL COPY



1334441079

Doc#: 1334441079 Fee: \$100.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/10/2013 12:59 PM Pg: 1 of 25

M.G.R. TITLE

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

1 of 1 NWI COMM

B-4215

MTC

Property of Cook County Clerk's Office

The property identified as:

PI#: 29-12-303-044-0000

**Address:**

**Street:** 1999 Sibley Boulevard

**Street line 2:**

**City:** Calumet City

**State:** IL

**ZIP Code:** 60409

**Lender:** Peoples Bank, SB

**Borrower:** KJ Investors Group Inc.

**Loan / Mortgage Amount:** \$325,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/10 et seq. because it is commercial property.

**Certificate number:** 84DC4D77-3180-4C63-A523-D15E136D7334

**Execution date:** 11/13/2013

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

Peoples Bank SB  
 Loan Center  
 9204 Columbia Ave  
 Munster, IN 46321

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**FOR RECORDER'S USE ONLY**
**This Mortgage prepared by:**

Patricia Hoffman, Business Banking Processor  
 Peoples Bank SB  
 9204 Columbia Ave  
 Munster, IN 46321

**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$325,000.00.

**THIS MORTGAGE** dated November 13, 2013, is made and executed between , Glenwood Investment Group, Inc, as to Parcel 5, KJ Investors Group Inc, as to Parcel 1,2,3,9 & 10, South Holland Investment Group, Inc, as to Parcel 6, Jubilee Enterprises, Inc, as to Parcel 7, Cal City Investment Group, Inc, as to Parcel 4, Golden Jubilee Enterprise, Inc., as to Parcel 8 (referred to below as "Grantor") and Peoples Bank SB, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or  
 HOLD FOR MERIDIAN TITLE 13-42115

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"anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any person or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or

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## MORTGAGE (Continued)

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otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's

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**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, including but not limited to (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of twenty (20) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

Grantor can and will pay the cost of such improvements.  
Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials.



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## MORTGAGE (Continued)

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Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type



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## MORTGAGE (Continued)

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performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or



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**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any available at law or in equity.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or the rights provided in this section.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the

appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as

a receiver. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any

tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the

proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Insecurity.** Lender in good faith believes itself insecure.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or

liability under, any Guaranty of the indebtedness.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or

Grantor to Lender, whether existing now or later.

Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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## MORTGAGE (Continued)

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and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation

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of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Indiana.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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## MORTGAGE (Continued)

Page 11

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Kassam Enterprise, Inc; Glenwood Investment Group, Inc; KJ Investors Group Inc; South Holland Investment Group, Inc; Jubilee Enterprises, Inc; Cal City Investment Group, Inc; Sauk Village Enterprise, Inc; and Golden Jubilee Enterprise, Inc and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Glenwood Investment Group, Inc; KJ Investors Group Inc; South Holland Investment Group, Inc; Jubilee Enterprises, Inc; Cal City Investment Group, Inc; and Golden Jubilee Enterprise, Inc.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. However, "Indebtedness" shall not include any liabilities and obligations under any interest



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rate protection agreements, unless otherwise agreed in writing by Grantor and Lender.

**Lender.** The word "Lender" means Peoples Bank SB, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated November 13, 2013, in the original principal amount of \$325,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.125% based on a year of 360 days. The Note is payable in 60 monthly payments of \$6,024.04. The maturity date of the Note is November 30, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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## EXHIBIT A

### Parcel I:

LOTS 6 TO 10, BOTH INCLUSIVE, IN BLOCK 3 OF G. FRANK CROISSANT'S SUNNYLAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1320 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, AND THAT PART OF THE WEST 1/2 OF THE EAST 2/3 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF MICHIGAN CITY ROAD, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1925 AS DOCUMENT NO. 8978714 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS; EXCEPT THAT PART OF LOTS 1 THROUGH 6 IN SAID BLOCK 3 WHICH LIES IN THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE WHICH WAS CONDEMNED FOR ROAD IN CASE NO. 91 L 50787 : BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 34 MINUTES 13 SECONDS EAST ON THE NORTH LINE OF SAID BLOCK 3, A DISTANCE OF 261.18 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER PLS 2377" AND TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 46 MINUTES 41 SECONDS WEST, 256.47 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER PLS 2377"; THENCE SOUTH 44 DEGREES 29 MINUTES 55 SECONDS WEST 7.07 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER PLS 2377" AND TO A POINT ON THE WEST LINE OF SAID LOT 10 THAT IS 17.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 10, AS MEASURED ON SAID WEST LINE; THENCE NORTH 00 DEGREES 30 MINUTES 05 SECONDS WEST ON SAID WEST LINE 17.50 FEET TO THE POINT OF BEGINNING.

Address: 1999 Sibley Boulevard, Calumet City IL 60409

Parcel Number: 29-12-303-044-0000

### Parcel II:

PERPETUAL EASEMENT CONTAINED IN AGREEMENT RECORDED APRIL 2, 1992 AS DOCUMENT NO. 92223683 FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS.

Address: 1999 Sibley Boulevard, Calumet City IL 60409

Parcel Number: 29-12-303-044-0000

Parcel 1 & 2: Common Address

### Parcel III:

LOT 1 IN HOOVER SCHOOL FIRST ADDITION OF THAT PART LYING SOUTH OF MICHIGAN CITY ROAD (SCHRUM ROAD), AS DEDICATED IN DOCUMENT NO. 11245758, OF THE EAST 613.72 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR MACINAW AVENUE BY PLAT DOCUMENT NO. 16256941.

Address: 799 River Oaks Drive, Calumet City 60409

Parcel Number: 30-19-218-023-0000

### Parcel IV:

LOT 1 (EXCEPT THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7 AND ALSO EXCEPT THAT PART LYING EAST OF THE WEST LINE OF THE EAST 33.00 FEET OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN), LOT 2 (EXCEPT THEREFROM THAT PART, IF ANY, LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7), LOT 11 (EXCEPT THEREFROM THAT PART LYING

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NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7), LOT 12 (EXCEPT THEREFROM THAT PART, IF ANY, LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7), LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18 (EXCEPT THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7), LOT 19 (EXCEPT THEREFROM THAT PART, IF ANY, LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7), LOT 20, LOT 21, AND LOT 22 (EXCEPTING THEREFROM THAT PART THEREOF LYING EAST OF THE WEST LINE OF THE EAST 33.00 FEET OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN); THE NORTH AND SOUTH 16.00 FOOT WIDE ALLEY AS HERETOFORE DEDICATED (SUBSEQUENTLY VACATED BY ORDINANCE RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. 0010153562) LYING SOUTHERLY OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7 AND NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 17, AND THE NORTH WEST AND SOUTHEAST ALLEY AS HERETOFORE DEDICATED (SUBSEQUENTLY VACATED BY ORDINANCE RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. 0010153562) LYING SOUTHERLY OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7 AND LYING WESTERLY OF THE WEST LINE OF THE EAST 33.00 FEET OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN BLOCK 7 IN SNYDACKER AND AMB'S ILLINOIS ADDITION TO HAMMOND (BEING A SUBDIVISION OF PART OF THE FRACTIONAL NORTHEAST 1/4 AND PART OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN) AS PER PLAT THEREOF RECORDED JULY 20, 1888 AS DOCUMENT NO. 983333, IN COOK COUNTY, ILLINOIS.

Address: 4 W. Sibley Boulevard, Calumet City, IL 60409

Parcel Number: 30-08-404-008-0000; 30-08-404-009-0000; 30-08-404-010-0000; 30-08-404-011-0000, 30-08-404-012-0000; 30-08-404-013-0000; 30-08-404-014-0000; 30-08-404-015-0000; 30-08-404-016-0000; 30-08-404-017-0000; 30-08-404-018-0000

Parcel V:

A TRACT OF LAND COMPRISING PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST LINE OF HALSTED STREET, AS HERETOFORE DEDICATED BY "FORD AIRPLANE SUBDIVISION", SAID POINT BEING 390 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES THERETO) THE SOUTH LINE OF SAID SECTION 33 AND 105.79 FEET EAST OF THE WEST LINE OF SAID SECTION; AND RUNNING THENCE EAST, PARALLEL WITH SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 240.41 FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE OF SECTION 33, AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 345 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 100 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 241.71 FEET TO SAID EAST LINE OF HALSTED STREET; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

Address: 18241 South Halsted, Glenwood IL 60425

Parcel Number: 29-33-301-108-0000

Parcel VI:

LOT 1 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 2 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 3 (EXCEPT THE SOUTH 20 FEET THEREOF) AND THE WEST 1/2 OF LOT 4 (EXCEPT THE SOUTH 20 FEET THEREOF) OF THE SUBDIVISION OF LOT 4 (EXCEPT THE SOUTH 214.5 FEET OF THE EAST 511.5 FEET THEREOF) OF TYS GOUWENS' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTIONS 14 AND 15, TOWNSHIP 36 NORTH, RANGE 14 (LYING SOUTH OF THE CALUMET RIVER) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 702 East 162nd Street, South Holland IL 60473

Parcel Number: 29-15-407-094-0000, 29-15-407-011-0000, 29-15-407-012-0000

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**Parcel VII:**

LOTS 19, 20, 21, 22, 23, 24, 25 AND 26 (EXCEPTING THEREFROM THAT PART OF LOTS 19, 20, 21, 22, 23, 24, 25 AND 26 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 19; THENCE WEST A DISTANCE OF 7 FEET ALONG THE NORTH LOT LINE OF SAID LOT 19; THENCE SOUTH ALONG A LINE A DISTANCE OF 90.04 FEET, SAID LINE BEING PARALLEL AND 7 FEET WEST OF THE THEN EXISTING WEST RIGHT OF WAY LINE OF HALSTED STREET; THENCE SOUTHWESTERLY A DISTANCE OF 39.44 FEET TO A POINT, SAID POINT BEING NORMALLY DISTANT 7 FEET NORTH OF THE SOUTH LINE OF SAID LOT 20 AND NORMALLY DISTANT 35 FEET WEST OF THE EAST LOT LINE OF SAID LOT 19; THENCE WEST ALONG A STRAIGHT LINE LYING 7 FEET NORTH OF AND PARALLEL WITH THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLEY BOULEVARD (147TH STREET) TO A POINT ON THE WEST LOT LINE OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LOT LINE OF SAID LOT 26 A DISTANCE 7 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 26; THENCE EAST ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLEY BOULEVARD TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH A DISTANCE OF 125 FEET ALONG THE EAST LOT LINE OF SAID LOT 19 TO THE POINT OF BEGINNING); AND ALSO EXCEPTING THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO. 97 L 50154 AND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 19, 20, 21 AND 22 DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HALSTED STREET WITH THE NORTHERLY RIGHT OF WAY LINE OF SIBLEY BOULEVARD, SAID POINT BEING NORMALLY DISTANT NORTH 7 FEET FROM THE SOUTH LINE OF SAID LOT 20 AND NORMALLY DISTANT WEST 30 FEET FROM THE EAST LINE OF SAID LOT 19; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 34 MINUTES 37 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SIBLEY BOULEVARD, PARALLEL WITH THE SOUTH LINE OF SAID LOTS, 16.428 METERS (53.90 FEET); THENCE NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST 1.507 METERS (4.94 FEET); THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 17.927 METERS (58.82 FEET) TO THE NORTHWESTERLY RIGHT OF WAY LINE COMMON TO THE AFOREMENTIONED STREETS; THENCE SOUTH 44 DEGREES 23 MINUTES 25 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 2.126 METERS (6.97 FEET) TO THE POINT OF BEGINNING; IN BLOCK 6 IN YOUNG AND RYAN'S SECOND ADDITION TO HARVEY, A SUBDIVISION OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 257 East Sibley Boulevard, Harvey IL 60426

Parcel Number: 29-08-224-053-0000

**Parcel VIII:**

LOTS NUMBERED TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31), (except that portion taken for roadway purposes in Case 87L50614) IN BLOCK 132 IN HARVEY, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 15345 South Wood Street, Harvey IL 60426

Parcel Number: 29-18-220-017-0000; 29-18-220-018-0000; 29-18-220-019-0000; 29-18-220-020-0000; 29-18-220-021-0000; 29-18-220-022-0000; 29-18-220-023-0000

Parcel IX: THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT ONE (1) IN BARGER'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14 EAST, A DISTANCE OF 146.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25 (SAID EAST LINE ALSO BEING THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1), A DISTANCE OF 200.00 FEET TO A POINT; THENCE



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EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25 AFORESAID; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Address: 20 Surrybrook Plaza, Sauk Village IL 60411

Parcel Number: 32-25-300-015-0000

Parcel X: EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN A DECLARATION FOR INGRESS AND EGRESS RECORDED APRIL 27, 2005 AS DOCUMENT NUMBER 0511735145 AND RE-RECORDED NOVEMBER 15, 2005 AS DOCUMENT NUMBER 0531933069 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS.

Address: 1797 Sauk Trail, Sauk Village IL 60411

Parcel Number: 32-25-302-029-0000

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**MORTGAGE  
(Continued)**

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

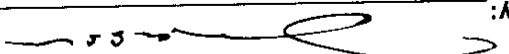
**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

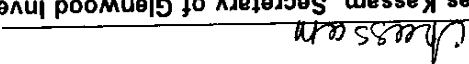
Property  
Cook County Clerk's Office

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GRANTOR:

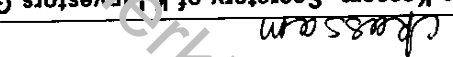
GLENWOOD INVESTMENT GROUP, INC

By:   
Nizar Kassam, President of Glenwood Investment Group, Inc

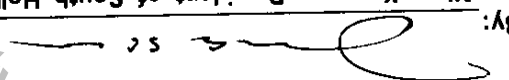
By:   
Almas Kassam, Secretary of Glenwood Investment Group, Inc

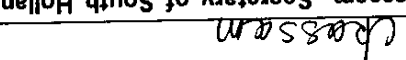
KJ INVESTORS GROUP INC

By:   
Nizar Kassam, President of KJ Investors Group Inc

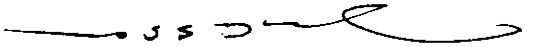
By:   
Almas Kassam, Secretary of KJ Investors Group Inc

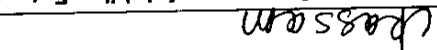
SOUTH HOLLAND INVESTMENT GROUP, INC

By:   
Nizar Kassam, President of South Holland Investment Group, Inc

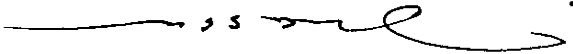
By:   
Almas Kassam, Secretary of South Holland Investment Group, Inc

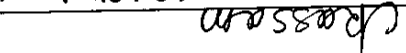
JUBILEE ENTERPRISES, INC

By:   
Nizar Kassam, President of Jubilee Enterprises, Inc

By:   
Almas Kassam, Secretary of Jubilee Enterprises, Inc

CAL CITY INVESTMENT GROUP, INC

By:   
Nizar Kassam, President of Cal City Investment Group, Inc

By:   
Almas Kassam, Secretary of Cal City Investment Group, Inc

GOLDEN JUBILEE ENTERPRISE, INC

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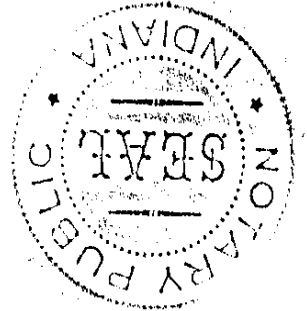
## MORTGAGE (Continued)

By: [Signature]  
Nizar Kassam, President of Golden Jubilee Enterprise, Inc

By: Almas Kassam  
Almas Kassam, Secretary of Golden Jubilee Enterprise, Inc

### CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Spke )



On this 13 day of November, 2013 before me, the undersigned Notary Public, personally appeared **Nizar Kassam, President of Glenwood Investment Group, Inc and Almas Kassam, Secretary of Glenwood Investment Group, Inc**, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By: [Signature] Residing at Porter County

Notary Public in and for the State of Indiana

My commission expires 6/2/2017

Property of [Watermark]  
County Clerk's Office [Watermark]



# UNOFFICIAL COPY

Property of Cook County

My commission expires

6/3/2017

Notary Public in and for the State of

*Illinois*

By

*Nizar Kassam*

Residing at

*Cook County*

behalf of the corporation.

On this 13 day of November, 2013, before me, the undersigned Notary Public, personally appeared Nizar Kassam, President of KJ Investors Group Inc and Almas Kassam, Secretary of KJ Investors Group Inc, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

COUNTY OF

*Franklin*

STATE OF

*Illinois*

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) SS  
)

## CORPORATE ACKNOWLEDGMENT



# UNOFFICIAL COPY

## MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

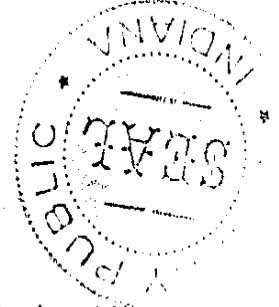
STATE OF Indiana

)

COUNTY OF Spencer

) SS

)



On this 13 day of November, 2013 before me, the undersigned Notary Public, personally appeared **Nizar Kassam, President of South Holland Investment Group, Inc and Almas Kassam, Secretary of South Holland Investment Group, Inc**, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By *Patricia Johnson* Residing at *Spencer County*

Notary Public in and for the State of *Indiana*

My commission expires *6/21/2017*

Spencer County Clerk's Office

# UNOFFICIAL COPY

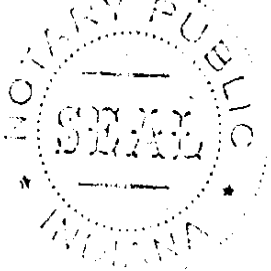
Property of Cook County

On this 13 day of November, 2013, before me, the undersigned Notary Public, personally appeared Nizar Kassam, President of Jubilee Enterprises, Inc and Almas Kassam, Secretary of Jubilee Enterprises, Inc, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Nizar Kassam Residing at Porter County

Notary Public in and for the State of Illinois

My commission expires 6/2/2017



STATE OF Illinois

COUNTY OF Porter

)  
) SS  
)

## CORPORATE ACKNOWLEDGMENT

# UNOFFICIAL COPY

MORTGAGE  
(Continued)

Page 19

## CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
 )  
 ) SS  
COUNTY OF DeKalb )



On this 13 day of November, 2013 before me, the undersigned Notary Public, personally appeared **Nizar Kassam, President of Cal City Investment Group, Inc and Almas Kassam, Secretary of Cal City Investment Group, Inc**, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Patricia Safford Residing at DeKalb County

Notary Public in and for the State of Indiana

My commission expires 6/30/2017

DeKalb County Clerk's Office

# UNOFFICIAL COPY

Property of County of ...

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My commission expires \_\_\_\_\_

6/2/2019

Notary Public in and for the State of \_\_\_\_\_

*Almas Kassam*

By \_\_\_\_\_

*Almas Kassam*  
Residing at *Antioch County*

the Mortgage on behalf of the corporation.

On this 13 day of November, 2013, before me, the undersigned Notary Public, personally appeared Nizar Kassam, President of Golden Jubilee Enterprise, Inc and Almas Kassam, Secretary of Golden Jubilee Enterprise, Inc, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed

COUNTY OF \_\_\_\_\_

*Almas*

STATE OF \_\_\_\_\_

*Almas*

)  
) SS  
)

## CORPORATE ACKNOWLEDGMENT

