# **UNOFFICIAL COPY**

### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

40005823

Doc#: 1408647072 Fee: \$104.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/27/2014 12:43 PM Pg: 1 of 13

Report Mortgage Fizud 800-532-8785

The property identified as:

PIN: 30-32-403-038-0000

Address:

Street:

3601-3609 Ridge Road

Street line 2:

City: Lansing

State: II

**ZIP Code: 60619** 

Lender: Talmer Bank and Trust Company

Borrower: North SHore Holdings, Ltd & Chicago Title Land Trust Company, as successor to LaSalle Bank, National

Association, as trustee under Trust Agreement dated March 10, 2003 and known as Trust Number 130966

Loan / Mortgage Amount: \$1,100,000.00

This property is located within the program area and is exempt from the requirements of 765 ILC's 77/70 et seq. because it is commercial property.

**Certificate number:** C2E5128F-06C4-4D16-930D-13B0F8337BC8

Execution date: 03/14/2014

(b)

1408647072 Page: 2 of 13

### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY: TALMER BANK AND TRUST CHICAGO OFFICE 8700 75TH STREET KENOSHA, WI 53142

WHEN RECORDED MAIL TO: TALMER BANK AND TRUST CHICAGO OFFICE 8700 75TH STREET KENOSHA, WI 53142

SEND TAX NOTICES TO: TALMER BANK AND TRUST Chicago Office 570 75TH STREET KEYOSHA, WI 53142

FOR RECORDER'S USE ONLY

This Mortgage precured by:

Tracy Griffin, Droumentation Specialist
TALMER BAN ( AND TRUST
2301 W. Big Coaver Road, Suite 525
Troy, MI 48084

#### 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 \$1,100,000.00.

THIS MORTGAGE dated March 14, 2014, is made and executed between North Shore Holdings, LTD, an Illinois corporation, of 6859 W. Belmont Ave., Chicago, IL 60634 (as to parcels 1,2, and 4); Chicago Title Land Trust Company, as Successor to LaSalle Bank, National / ssc clation, as Trustee under Trust Agreement dated March 10, 2003 and known as Trust Number 130966, of 13 %. LaSalle St., Ste. 1500, Chicago, IL 60603 (as to parcels 3 and 5). (referred to below as "Grantor") and TALM PRINT PANK AND TRUST, whose address is 8700 75TH STREET, KENOSHA, WI 53142 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not representally but as Trustee upder the provisions of a deed or deeds in trust duly recorded and delivered to Granton, presument to a Trust Agreement dated March 10, 2003 and known as Chicago Title Land Trust Compally, as successor to LaSalle Bank, National Association, as Trustee under Trust Agreement dated March 10, 2003 and Known as Trust Number 130966, mortgages and conveys to Lender all of Granton's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed out are uncorrected and fixtures; all easements, rights of way, and appurtenances; all water, water rights, whereourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, roversias, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal are similar matters, (the "Real Property") located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully so forth herein.

The Real Property or Its address is commonly known as 3601-3609 Ridge Road, 3611 Ridge Road, 3(21 Ridge Road, 3627 Ridge Road, Lansing, IL and 8515-8519 South Cottage Grove, IL 60619, IL. The Real Property tax Identification number is 30-32-403-038; 30-32-403-041; 30-32-403-042; 30-32-403-003; 30-32-403-005; 30-32-403-006; 30-32-403-007; 20-35-309-007; 30-35-309-048.

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.

**FUTURE ADVANCES.** In addition to the Note, this Mortgage secures all future advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

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 THE NOTE, THE RELATED DOCUMENTS, AND 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 "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

1408647072 Page: 3 of 13

## UNOFFICIAL COPY

### MORTGAGE (Continued)

Page 2

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:

Poss control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintuin. Grantor shall maintain the Property in tenantable 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 Substraction, under, about or from the Property by any prior owners or occupants of the Property, or (c) any action 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, confracto, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of granelease any Hazardous Substance on, under, about or from the Property; and (b) any such activity the 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 he 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 Linder shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the runt 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 three 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 harmers. Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender ruly 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 crior 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 hor large and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclisine or

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without ilmiting 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

1408647072 Page: 4 of 13

### UNOFFICIAL COPY

### MORTGAGE (Continued)

Page 3

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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equilable, whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any of er method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partner by or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by illinois law.

TAXES AND LIFNS. 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 the all claims for work done on or for services rendered or material furnished to the Property. Grantor shall moletain the Property free of any liens having priority over or equal to the interest of Lender under this Martgaue, 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 Let der cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount cufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a rist 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) day, before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with star darc extended coverage endorsements on a replacement basis for the full insurable value covering ill 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 ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for fallure 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.

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

1408647072 Page: 5 of 13

# **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 4

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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furilish 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.

LENDER'S EXP IN ITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Proper's or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including by not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge on pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated or) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, Ifans, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying the systs 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 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 apportione a propose with any installment payments to become due during either (1) the term of any application 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 a hall be in addition to all other rights and remedies to which Lender may be ontitled 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 marks able 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 time 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, Graito, 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 Lenue 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 appresented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, be 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

1408647072 Page: 6 of 13

# **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 5

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 of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Murtange, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of it's a allable remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before "becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMF.NT, FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security Interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Let det (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provision relaing to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of "lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender c. to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as in case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such nortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be recessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's one C antor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and sacurity interests created by this Mortgage as first and prior liens on the Property, whether now owned or no entire acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing. Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise 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

1408647072 Page: 7 of 13

# UNOFFICIAL COPY

### MORTGAGE (Continued)

Page 6

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 filling of or to effect discharge or any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covernor, condition contained in any environmental agreement executed in connection with the Property.

Other defaults. Borrower or Grantor falls to comply with or to perform any other term, obligation, covenant or co. dition 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 Crartor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's c. 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 lav s by or against Borrower or Grantor.

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

**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 acrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of rany 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.

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.

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:

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.

**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.

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

1408647072 Page: 8 of 13

# UNOFFICIAL COPY

### MORTGAGE (Continued)

Page 7

obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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 Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. 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.

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

Descioncy 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 the lights provided in this section.

Other F. amr dies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at ww or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby walve any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any pact or 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 she's 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 cootherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following the remedies 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 excion to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court in ay at judge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action, is in olved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's coin or 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 promotium 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 morthly 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 rose's, 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 prepald, 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

1408647072 Page: 9 of 13

# **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 8

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 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 Wisconsin 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 crestioned will be governed by whichever state or federal law would find the provision to be valid and only receable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, contributed, approved and made, and all necessary loan documents have been accepted by Lender in the State of Wisconsin.

Choice of Vanue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the course of KENOSHA County, State of Wisconsin.

Joint and Several, Inbility. 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 Grantor, and all references to Borrower shall mean each and every 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 enary, 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 meated in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall across 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 Granfur, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future har sactions. 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 feusible, the offending provision shall be considered modified so that it becomes legal, valid and enforceur. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. The cherwise required by law, the illegality, invalidity, or unenforceability of any 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 C.ar.for'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.

Walver 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.

Grantor's Liability. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue

1408647072 Page: 10 of 13

### **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 9

thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, If any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

**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:

Borrawer. The word "Borrower" means any and all persons and entities signing the Note.

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

Enviror, ren al 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 Convertenessive 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 mays, 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 "chicago Title Land Trust Company, not personally but as Trustee under that certain Trust Agreement drued March 10, 2003 and known as trust number 130966. The Grantor is the mortgagor under this Mortgagor.

Guarantor. The word "Guarantor" means any grarantor, 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 improvery used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words in zardous 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-p och cts 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, replice hierarchy.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts. Social 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. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means TALMER BANK AND TRUST, its successors and assigns.

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

Note. The word "Note" means the promissory note dated March 14, 2014, in the original principal amount of \$1,100,000.00 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 4.750% per annum based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$7,151.11 each and one irregular last payment estimated at \$922,148.99. Borrower's first payment is due April 14, 2014, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 14, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is March 14, 2019.

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,

1408647072 Page: 11 of 13

## **UNOFFICIAL COPY**

### MORTGAGE (Continued)

Page 10

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, guarantles, 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.

1. stee. The word "Trustee" means Chicago Title Land Trust Company, whose address is 19 S. LaSalle St., Ste. 1500, Chicago, IL 60603, and any substitute or successor trustees.

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

Holdings, LTD.

**GRANTOR:** 

NORTH SHORE HOLDINGS, J.

Bv:

Kenneth M. Lebovic, President

Christopher A. Manoussells, Secretar, or North Shore

Holdings, LTD.

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSUP TO LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTED WATER TRUST AGREEMENT DATED MARCH 10, 2003 AND KNOWN AS TRUST

NUMBER 136966

111/10/10

Chicago Trile and Trust Company, Trustee of Chicago Title Land Trust Company, as successor to LaSalle Bank, National Association, as Trustee under Trust Agreement dated March

10, 2003 and Known as Trust Number 130966

CORPORATE)

I AND TO

Office

1408647072 Page: 12 of 13

# **UNOFFICIAL COPY**

MORTGAGE

|   | (Continued)  | Page 11   |
|---|--|---|
|   |  |   |
| CORI                                    | PORATE ACKNOWLEDGME  | NT  |
| STATE OF                                | )<br>) ss  |   |
| COUNTY OF                               |  | 1   |
| On this                                 | and acknowledged the Wortgage<br>its Bylaws or by resolution of it<br>h stated that they are authorized  | re Holdings, LTD. and Christopher A. o me to be authorized agents of the e to be the free and voluntary act and s board of directors, for the uses and  |
| executed the Mr. Hoage on behalf of the |  | Clary on  |
| By                                      |  | - July 2  |
| Notary Public in and for the State of   | 2  | Official Seal<br>John A Driva<br>Notary Public State of<br>My Commission Expires  |
| TRUST ACKNOWLEDGMENT                    |  |   |
| COUNTY OF  On this                      | Is Land Trust Company, Trustee Association, as Trustee under Tr and known to me to be an author and the Mortgage to be the free a uments or, by authority of status or she is authorized to execute to  *Karen | before me, the undersigned Notary of Chicago Title Land Trust Company, us. Agreement dated March 10, 2003 orized in stee or agent of the trust that not voluntary act and deed of the trust, te, for the uses and purposes therein his Mortgage and in fact executed the Michel, of |
| Notary Public in and for the State of   | 1  | "OFF.CIAL SEALT SILVIA MEDINA   |
| My commission expires                   |  | Notary Public, State of Illinois<br>Commission Expres 06/26/2016  |

LASER PRO Lending, Ver. 13.3.0.024 Copr. Harland Financial Solutions, Inc. 1997, 2014. All Rights Reserved. - IL/WI T:\APPS\COMMERCL\CFI\LPL\G03.FC TR-11122

1408647072 Page: 13 of 13

### **UNOFFICIAL COPY**

#### EXHIBIT "A"

#### PARCEL 1:

LOT 18 AND LOT 19 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE ON AN ASSUMED BEARING OF SOUTH 80 DEGREES 34 MINUTES 02 SECONDS EAST ON THE NORTHWAST LINE THEREOF 10.00 FEET; TIENCE SOUTH 49 DEGREES 45 MINUTES 36 SECONDS WEST 12.94 FEET TO A POP, TON THE WEST LINE OF SAID LOT 19 DISTANT 10.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTHWAD PRINCIPS 14 SECONDS EAST ON SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING, IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTE FOR INFORMATIONAL PURPOSES ON'.Y: THE LAND IS COMMONLY KNOWN AS 3601-3609 RIDGE ROAD, LANSING, IL

#### PARCEL2:

LOT 17 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 36 NORTH PANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATIONAL PURPOSES ONLY: THE LAND IS COMMUN LY KNOWN AS 3611 RIDGE ROAD, LANSING, IL

#### PARCEL 3:

LOT 15 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST COR', EP. OF THE SOUTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATIONAL PURPOSES ONLY: THE LAND IS COMMONLY KNOWN AS 3621 RIDGE RUAD LANSING, IL

### PARCEL 4:

LOTS 13 AND 14 IN DOLTON AND LANGE'S SUBDIVISION OF LANDS IN THE NORTHWEST CORNER OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATIONAL PURPOSES ONLY: THE LAND IS COMMONLY KNOWN AS 3627 RIDGE ROAD, LANSING, IL

### PARCEL 5:

LOTS 36, 37, 38, 39, 40, 41 AND 42 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 35, HEREINAFTER DESCRIBED) IN BLOCK 3 IN ASHTON'S SUBDIVISION OF THE WEST 30 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATIONAL PURPOSES ONLY: THE LAND IS COMMONLY KNOWN AS 8515-8519 SOUTH COTTAGE GROVE, IL