jale SILIMOFFICIAL COPY

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

Allen C. Balk Meltzer, Purtill & Stelle LLC 300 South Wacker Drive, Suite 2300 Chicago, Illinois 60606

Permanent Tax Index No.: See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto



Doc#: 1527322010 Fee: \$118.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/30/2015 08:56 AM Pg: 1 of 27

This space reserved for Recorder's use only

CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

SHEWMAKE PORTFOLIO

THIS CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT (this "Agreement") is made as of this in day of September, 2015, by and among by and among RODZILA PROPERTIES FOUR SASONS, LLC, an Indiana limited liability company ("Rodzila Four Seasons"), 4200 W. 124TH PLACE, LLC, an Illinois limited liability company series ("Keeler"), 14000 S. KILDARE, LLC, an Illinois limited liability company series ("Kildare"), 14634 S. PULASKI, LLC, an Illinois limited liability company series ("Pulaski"), 6445 W. 111TH STREET, LLC, an Illinois limited Fability company series ("Worth"), 4649 W. 147TH STREET, LLC, an Illinois limited liability company series ("Blackhawk"), 4627 W. 120TH STREET, LLC ("4627"), 11615 S. AUSTIN, LLC, a) Illinois limited liability company series ("Austin"), 13840 S. HARRISON, LLC, an Illinois limited liability company series ("Harrison"), 5307 W. 124TH STREET, LLC, an Illinois limited liability company series ("124"), 13647 S. CICERO, LLC, an Illinois limited liability company series ("Crestwood"), 14606 S. PULASKI, LLC, an Illinois limited liability company series ("14606"), each a division of Rodzila Properties, LLC, an Illinois limited liability compary, JIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427 ("FMB 8427") and J D J PARTNERS, an Illinois general partnership ("JDJ"), (Keeler, Kildare, Pulaski, Worth, Blackhawk, 4627, Austin, Farrison, 124, Crestwood, 14606, FMB 8427 and JDJ are hereinafter referred to individually and collectively, as "Original Borrower", and together with Rodzila Four Seasons "Borrower"), 24520 ROUTE 52 LLC, an Illinois limited liability company ("24520 Borrower"), DAVID J. SHEWMAKE, individually, and LORENA A. SHEWMAKE, individually (hereinafter referred to individually and collectively as "Guarantor"), and FIRST MIDWEST BANK, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated February 12, 2013 as amended by that certain First Amendment to Loan Documents dated March

{33474: 047-B: 01697411.DOCX:}

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT"
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

121

28, 2013 recorded with the Cook County Recorder of Deeds on May 12, 2013 as Document No. 1310219083, as amended by that certain Second Amendment to Loan Documents dated January 1, 2015, and as amended by that certain Third Amendment to Loan Documents dated as of even date herewith (the "Loan Agreement") among Borrower, 24520 Borrower, Guarantor and Lender, Lender has extended to Borrower a loan in the principal amount of Eleven Million Six Hundred Seventy-Nine Thousand Six Hundred Fifty Three and No/100 Dollars (\$11,679,653.00) (the "Loan").

- B. The Loan is comprised of (i) a "Refinance Loan", which is evidenced by a Promissory Note (Refinance) dated February 12, 2013 in the principal amount of Nine Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$9,383,000.00) ("Refinance Note"), (ii) an "Acquisition Loan", which is evidenced by an Amended and Restated Promissory Note (Acquisition" dated January 1, 2015 in the principal amount of Six Hundred Ninety-Six Thousand Six Incident Fifty-Three and No/100 Dollars (\$696,653.00) ("Acquisition Note"), and (iii) a "Four Seasons Loan", which is evidenced by an Amended and Restated Promissory Note (Four Seasons) of even Jate hereof in the principal amount of One Million Six Hundred Seventy Thousand and No/100 (\$1,600,000.00) ("Four Seasons Note"). The Refinance Note, the Acquisition Note and the Four Seasons Note are collectively referred to herein as the "Note".
- The Note is secured by, inter alia, that certain (i) Amended and Restated Mortgage and Security Agreement dated as of February 12, 2013, executed by Original Borrower to and for the benefit of Lender, recorded with Cook County Recorder of Deeds ("Recorder's Office") on March 15, 2013, as Document No. 1307416080, (as amended, the "Original Mortgage"), creating a first mortgage lien on certain real property (the "Property") legally described ins Exhibits A1-A13 attached hereto; (ii) Mortgage and Security Agreement dated as of March 28, 2013, executed by Rodzila Four Seasons to and for the benefit of Lender, recorded with Lake County Indiana Recorder of Deeds "Indiana Recorder's Office") on April 3, 2013, as Document No. 2013 023881 as amended by that certain First Amendment to Mortgage and Assignment of Rents dated as of even date herewith (15 amended, the "Four Seasons Mortgage", and collectively with the Original Mortgage, the "Mortgage"), creating a first mortgage lien on certain real property (the "Four Seasons Property") legally described in Exhibit A-14 attached hereto; (iii) Assignment of Rents and Leases dated as of February 12, 2013, executed by Original Borrower to and for the benefit of Lender, recorded with the Recorder's Office on March 15, 2013, as Document No. 1307416081 (as amended, the Assignment of Rents"); (iv) Assignment of Rents and Leases dated as of March 28, 2013, executed by Rodzila Four Seasons to and for the benefit of Lender, recorded with the Indiana Recorder's Office on April 3, 2013, as Document No. 2013 023882 (as amended, the "Four Seasons Assignment of Rents"); (v) Guaranty dated as of February 12, 2013, jointly and severally, executed by each of the Guarantors to and for the benefit of Lender (as amended, the "Guaranty"); (vi) Environmental Indemnity Agreement dated as of February 12, 2013, jointly and severally executed by Original Borrower and each Guarantor to and for the benefit of Lender (as amended, the "Indemnity Agreement"); and (vii) Environmental Indemnity Agreement dated as of March 28, 2013, jointly and severally executed by Borrower and each Guarantor to and for the benefit of Lender (as amended, the "Four Seasons Indemnity Agreement"). The Note, the Loan Agreement, this Agreement, the Mortgage, the Assignment of Rents, the Four Seasons Assignment of Rents, the Guaranty, the Indemnity Agreement, and the Four Seasons Indemnity Agreement, as amended from time to time, and any other document or instrument evidencing or

securing the Original Notes or delivered to induce Lender to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents". The collateral in which the liens and security interests are granted to Lender under the Mortgage and the other Loan Documents is hereinafter collectively referred to as the "Collateral". All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

- D. Lender has made a loan to 24520 Borrower in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("24520 Loan") as evidenced by that certain Promissory Note dated May 14, 2014 in the amount of the 24250 Loan (the "24520 Note").
- The 24520 Note is secured by, inter alia, that certain (i) Mortgage dated as of May 14, 2014 executed by 24520 Borrower to and for the benefit of Lender, recorded with the Will County Recorder of Deeds ("Will County Recorder's Office") on May 30, 2014 as Document No. R2014044936 (the "24520 Mortgage"), creating a first mortgage lien on certain real property (the "24520 Property") legally described in Exhibit A attached thereto; (ii) Assignment of Rents cated as of May 14, 2014 executed by 24530 Borrower to and for the benefit of Lender, recorded with the Will County Recorder's Office on May 30, 2015 as Document No. R2014044937 (the "24520 Assignment of Rents"); and (iii) Hazardous Substances Certificate and Indemnity Agreement dated as of May 14, 2014, jointly and severally executed by 24520 Borrower and each Guarantor to and for the benefit of Lender (the "24520 Indemnity Agreement"). The 24520 Note, the 24520 Mortgage, 24520 Assignment of Rents, the 24520 Indemnity Agreement, as amended from time to time, and any other document or instrument evidencing or securing the 24520 Note or delivered to induce Lender to disburse the proceeds thereof are hereinafter referred to as the "24520 Loan Documents". The collateral in which the liens and security interests are granted to Lender under the 24520 Mortgage and the other 24520 Loan Documents is hereinafter collectively referred to as the "24520 Collateral."
- F. As a condition precedent to Lender's agreement to increase the amount of the Loan, Lender has required Borrower, 24520 Borrower, and Guarantor to enter into this Agreement so that (i) the 24520 Loan and the Loan are cross-collateralized such that each and every item of the Collateral shall be pledged by Borrower as a part of the 24520 Collateral and that the each and every item of the 24520 Collateral shall be pledged by 24520 Borrower as a part of the Collateral and (ii) that (i) an "Event of Default" or default under any of the Loan Documents or under any of the 24520 Loan Documents will be and constitute such an event under all of the Loan Documents and the 24520 Loan Documents.
- NOW, THEREFORE, and in consideration of the foregoing recitals, each of which is made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. <u>Cross Default</u>. An "<u>Event of Default</u>" or default under any of the Loan Documents or the 24520 Loan Documents, including, without limitation, any of the mortgages described in the recitals hereto, shall be and constitute an "Event of Default" or "default" under all of the Loan Documents or the 24520 Loan Documents, including, without limitation, each mortgage, in which event, the Lender may, in its sole and absolute discretion, elect to accelerate the notes and elect to enforce such remedies as are available under the terms of the Loan Documents and the 24520 Loan Documents.

- Borrower hereby grants a security interest in, Cross Collateralization. hypothecates, mortgages, assigns and pledges to Lender all of the Property, Four Seasons Property, and Collateral as collateral security for the repayment of the 24520 Loan, and the performance of the covenants and agreements under the 24520 Loan Documents. 24520 Borrower hereby grants a security interest in, hypothecates, mortgages, assigns and pledges to Lender all of the 24520 Property and 24520 Collateral as collateral security for the repayment of the Loan, and the performance of the covenants and agreements under the Loan Documents. Such mortgages, security interests, assignments and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under all of the Loan Documents and 24520 Loan Documents, together with any and all other rights and remedies otherwise provided and available to a secured party and/or mortgagee at law or in equity as of the date of this Agreement or the date of any such Event of Default or default. Lender shall have the right to file, record and/or lodge with appropriate recorder's or filing office to evidence the security interests, assignment and piedge hereunder, including, without limitation, recording this Agreement in the real estate records of the Property, the Four Seasons Property, and the 24520 Property. Lender shall have no obligation to release the lien of the Loan Documents and the 24520 Loan Documents, including the liens granted hereunder until the Loan and the 24520 Loan have been indefeasibly paid in full. Notwithstanding the foregoing, Lender agrees to release the lien of the of the Loan Documents, the 24520 Loan Documents, and the liens granted hereunder from the 24520 Property in the event 24520 Borrower pays the 24520 Loan in full.
- 3. <u>Successors and Assign</u>. This Agreement, and the terms, conditions and obligations hereunder, shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto.
- 4. Enforceability. If any provision of this Agreement or any document evidencing and/or securing the Loan or the 24520 Loan or the application thereof to any entity or circumstance is held invalid or enforceable, the remainder of this Agreement, such documents and the application thereof to such entity or circumstance ver not be affected thereby and the provisions of this Agreement, and such documents shall be severable in any such instance.
- 5. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.
- 7. Trustee's Exculpation. This Agreement is executed by FMB 8427, not personally, but solely as Trustee under Trust as hereinabove defined, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Trustee for FMB 8427, because of, or in respect of the Loan or the making, issue or transfer of the Loan, all such liability with respect to FMB 8427. Notwithstanding the foregoing or any other limitations set forth in this Note or the other Loan Documents with respect to FMB 8427, in its capacity as Trustee, having no personal liability for the payment of the Loan or performance under the Loan Documents, nothing contained herein

shall modify, diminish, or discharge the personal liability of the Borrower, the Beneficiary of FMB 8427, and the Guarantor, who shall remain personally obligated to pay the Loan and perform all of their respective obligations as set forth in this Note and the Loan Documents. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

[Signatures on the following page]

Property of Cook County Clark's Office

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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

RODZILA PROPERTIES FOUR SEASONS.

LLC, an Indiana Amited liability company

Name: David J. Shewmake

Member Its:

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

Properties LLC

Name: David J. Shewmake

Member Its:

14000 S. KILDARE, LLC, an Illinois limited l'ability company series, a division of Rodzila

Premeties LLC

Name: David J. Shewmake

Member Its:

14634 S. PULASKI, LUC, an Illinois limited liability company series, a civision of Rodzila

Properties LLC

Name: David J. Skewmake

Member Its:

6445 W. 111TH STREET, LLC, an Illinois limited

liability company series, a division of Rodzila Properties LLC

By Name: David J. Shewmake

Member Its:

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SIGNATURE PAGE -1

CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

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4649 W.	147 TH S	TREET	, LLC,	an	Illinois	limited
liability of	company	series, a	divisio	n o	f Rodzi	.la

Properties LLC

Name: David J. Shewmake

Its:

Member

4627 W. 120TH STREET, LLC, an Illinois limited

liability company series, a division of Rodzila

Properties LLC

Name: David J. Skewmake

DOOR COOK Its:

Member

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

Properties LLC

Slewmake Name: David J.

Member

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

Properties LLC

Name: David J. Shewmake

Its:

Member

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

Properties LLC

Name: David J. Shewmake

Its:

Member

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	13647 S. CICERO, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC By: Name: David J. Shewmake Its: Member
DOOR OF	14606 S. PULASKI, LLC, an Illinois limited liability company series, a division of Rodzila Properties LLC By War David J. Shewmake Its: Member
Ox Coop	FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427 AND NOT PERSONALLY By: Achin Labaj Its: Trustee Authorized Signer
	JD J PARTNEX SHIP, an Illinois general partnership By: Author O'S Lawrence Name: Its: Partner
	24520 BORROWER: 24520 ROUTE 52 LLC, an Illinois limited liability company

Name: David J. Shewmake

Its: Member

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GUARANTOR:

DAVID J SHEWMAKE, personally and individually

individually

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STATE OF THINDIS) SS. COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David J. Shewmake, a member of 4200 W. 124 th Place, LLC, 14000 S. Kildare, LLC, 14634 S. Pulaski, LLC, 525 Williams Street, LLC, 4700 W. 147 th Street, LLC, 6445 W. 111 th Street, LLC, 4649 W. 147 th Street, LLC, 4627 W. 120 th Street, LLC, 11615 S. Austin, LLC, 13840 S. Harrison, LLC, 5307 W. 124 th Street, LLC, 13647 S. Cicero, LLC, and 14606 S. Felaski, LLC, each an Illinois limited liability company series, a division of Rodzila Properties, FLC, Rodzila Property Four Seasons LLC, an Indiana limited liability company and a partner of JEJ Partners, an Illinois general partnership (collectively, the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of Company, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this day of September, 2015.
Notary Public Notary Public
(SEAL)
My Commission Expires: 526 19 "OFFICIAL SEAL" BARBARA J LAROCCO Notary Public - State of Illinois My Commission Expires May 28, 2019
STATE OF Illinois)
STATE OF $\frac{Illinois}{}$) SS. COUNTY OF $\frac{\partial d}{\partial z}$
STATE OF III NOIS) SS. COUNTY OF OOL) I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David J. Shewmake, a member of 24520 Route 52, LLC, an Illinois limited liability company (the "Company"), personally known to me to be the same purson whose name is subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/he own free and voluntary act, as the free and voluntary act of Company, for the uses and purposes therein set forth.
STATE OF
STATE OF
STATE OF

(33474: 047-B: 01697411.DOCX :) NOTARY PAGE – PAGE 1
CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

My Commission Expires May 26, 2019

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<u>GUARANTOR</u>
STATE OF Illinois) ss. COUNTY OR COL)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID J. SHEWMAKE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this the day of September, 2015. Addaes D. Ag Doese Notary Public
(SEAL) "OFFICIAL SEAL" BARBARA J LAROCCO Notary Public - State of Illinois Notary Public - May 28, 2019
My Commission Expires: 5 26 1 C My Commission Expires Mey 26, 2019 STATE OF 1) SS. COUNTY OF COOL)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LORENA A. SHEWMAKE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this day of September, 2015. Notary Public
(SEAL) "OFFICIAL SEAL" BARBARA J LAROCCO Nearer Public - State of Illinois

{33474: 047-B: 01697411.DOCX : } NOTARY PAGE – PAGE 3
CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

My Commission Expires: 5 26 19

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BORROWER (TRUST)

STATE OF ILLINOIS)) SS.
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robin Labaj, the Authorized Signer of FIRST MIDWEST BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 24, 2008 AND KNOWN AS TRUST NO. 8427, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trustee, as Trustee for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 11 day of September, 2015.
OFFICIAL SEAL JUDY FURJANIC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/08/18 Notary Public Notary Public
(SEAL)
My Commission Expires: 61 08 3-018
74,
My Commission Expires: 61 08 3018
· Co

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EXHIBIT A-1

LEGAL DESCRIPTION OF REAL ESTATE

(Keeler Property)

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

PIN: 24-27 408-014-0000

OWN AS:

OF COUNTY CLOTH'S OFFICE COMMONLY KNOWN AS: 4200 W. 124TH ST., ALSIP, ILLINOIS

{33474: 047-B: 01697411.DOCX:}

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EXHIBIT A-2

LEGAL DESCRIPTION OF REAL ESTATE

(Kildare Property)

LOT 2 IN CREST INDUSTRIAL CENTER ADDITION, BEING A RESUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 24-02-400-059-0000

RNOWN A

COOK
COOK
COUNTY
CRAK'S OFFICE COMMONLY KNOWN AS: 14000 S. KILDARE AVENUE, CRESTWOOD, ILLINOIS 60445

EXHIBIT A-2 {33474: 047-B: 01697411.DOCX:} LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-3

LEGAL DESCRIPTION OF REAL ESTATE

(Pulaski Property)

LOTS 11, 12 AND 13 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 30 IN MANUS > MIDLOTHIAN PARK, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, **ILLINOIS**

PINS: 28-19-229-020-0000; 28-10-229-021-0000; 28-10-229-022-0000

SOWN AS.

OF COOK COUNTY CLOSELY'S OFFICE COMMONLY KNOWN AS: 14634-14636 S. CRAWFORD, MIDLOTHIAN, ILLINOIS

{33474: 047-B; 01697411.DOCX: } EXHIBIT A-3 LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-4

LEGAL DESCRIPTION OF REAL ESTATE

(Worth Property)

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

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

IN AS: to Cook County Clark's Office COMMONLY KNOWN AS: 6445-95 W. 111TH ST., WORTH, ILLINOIS 60482

{33474: 047-B: 01697411.DOCX:}

EXHIBIT A-4 LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-5

LEGAL DESCRIPTION OF REAL ESTATE

(Blackhawk Property)

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

PIN: 28-10-300-096-0000

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

> **EXHIBIT A-5** LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-6

LEGAL DESCRIPTION OF REAL ESTATE

(4627 Property)

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

PIN: 24-27-100-080-0000

NAS: 4.

OF COOK COUNTY CLERK'S OFFICE COMMONLY KNOWN AS: 4627-33 W. 120TH ST., ALSIP, ILLINOIS 60803

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EXHIBIT A-7

LEGAL DESCRIPTION OF REAL ESTATE

(Austin Property)

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

PIN: 24-20 402-014-0000

NAS: .

OF COOK COUNTY CLOTH'S OFFICE COMMONLY KNOWN AS: 11615 S. AUSTIN AVE., ALSIP, ILLINOIS 60803

{33474: 047-B: 01697411.DOCX: }

EXHIBIT A-7

LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-8

LEGAL DESCRIPTION OF REAL ESTATE

(Harrison Property)

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

PIN: 28-01-294-016-0000

ANAS: 1
TO OF COOK COUNTY CLOTH'S OFFICE COMMONLY KNOWN AS: 13840-46 S. HARRISON ST., BLUE ISLAND, ILLINOIS 60406

{33474: 047-B: 01697411.DOCX:}

EXHIBIT A-8 LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-9

LEGAL DESCRIPTION OF REAL ESTATE

(124 Property)

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

EASEMENT FOR THE BENEFIT OF PARCEL 4A AS CREATED BY THE DECLARATION AND GRANT OF EASEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 33779, DATED JULY 26 1376 AND RECORDED MAY 16, 1980 AS DOCUMENT NUMBER 25458872, AND AMENDED BY AMENDMENT THERETO, RECORDED JUNE 24, 1980 AS DOCUMENT NUMBER 25495907, FOR ROADWAY PURPOSES AND INGRESS AND EGRESS OVER AND UPON THE WEST 30 FEET OF THE EAST 315 FEET, AS MEASURED ALONG THE SOUTH LINE OF 123RD PLACE, OF LOT 6 IN LARAMIE TRI-STATE DEVELOPMENT, AFORESAID.

PIN: 24-28-400-034-0000

COMMONLY KNOWN AS: 5307-36 W. 1241H ST., ALSIP, ILLINOIS 60803

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EXHIBIT A-10

LEGAL DESCRIPTION OF REAL ESTATE

(Crestwood Property)

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

PIN: 28-03-100-089-0003

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

{33474: 047-B: 01697411.DOCX: } EXHIBIT A-10

LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-11

LEGAL DESCRIPTION OF REAL ESTATE

(14606 Property)

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

PIN NOS:

28-10-229-012-0000, 28-10-229-013-0000; 28-10-229-014-0000;

28 10-229-015-0000; 28-10-229-016-0000; 28-10-229-017-0000;

28-10-229-018-0000; 28-10-229-019-0000

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

{33474: 047-B: 01697411.DOCX: }

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EXHIBIT A-12

LEGAL DESCRIPTION OF REAL ESTATE

(Williams Property)

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

PINS: 25-2: -310-016-0000; 29-27-310-017-0000 AND 29-27-310-018-0000

NOWN A.

Of Coot County Clerk's Office COMMONLY KNOWN AS: 525-99 WILLIAMS ST., THORNTON, ILLINOIS 60476

{33474: 047-B: 01697411.DOCX:} EXHIBIT A-12

LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-13

LEGAL DESCRIPTION OF REAL ESTATE

(Tiffany Property)

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

PIN: 28-10/126-067-0000

NAS: - COOK COUNTY CLERK'S OFFICE COMMONLY KNOWN AS: 4700-40 W. 147TH ST., MIDLOTHIAN, ILLINOIS 60445

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EXHIBIT A-14

LEGAL DESCRIPTION OF REAL ESTATE

(Rodzila Four Seasons)

ADDRESS: 9001-9201 109th Street, Crown Point, Indiana

PIN NO:

45-17-09-201-010.000-047

45-17-09-201-012.000-047

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

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

A strip of Ground 15.0 feet in width lying in the Northwest Quarter of the Northeast Quarter of Section 9, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a point or the North line of said Northwest Quarter of the Northeast Quarter that is North 89 degrees 21 minutes 19 seconds West, 664.80 feet from the Northeast corner thereof; thence South 00 degrees 14 minutes 50 seconds West, 211.16 feet to the point of beginning; thence South 00 degrees 14 minutes 50 seconds West, 8.84 feet; thence South 67 degrees 53 minutes 08 seconds East, 9.20 feet; thence South 58 degrees 17 minutes 50 seconds West, 114.15 feet; thence South 43 degrees 57 minutes 36 seconds West, 250.85 feet; thence North 46 degrees 02 minutes 24 seconds West, 15.00 feet, thence North 43 degrees 57 minutes 36 seconds East, 252.74 feet; thence North 58 degrees 17 minutes 50 seconds East, 115.23 feet to the point of beginning, in Lake County, Indiana, subject to the terms, provisions and conditions contained in said easement.

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

EXHIBIT A-14 LEGAL DESCRIPTION OF REAL ESTATE

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EXHIBIT A-15

LEGAL DESCRIPTION OF REAL ESTATE

(24520 Borrower)

LOT 11 IN BENCK'S FARM UNIT ONE, A PLANNED UNIT DEVELOPMENT OF PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 2006 AS DOCUMENT NUMBER R2006-013457, EXCEPTING THEREFROM UNIT 12 IN O.C. COMMONS CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2008-068637, FIRST AMENDMENT RECORDED FEBRUARY 6, 2012 AS DOCUMENT NUMBER R2012018273, IN WILL COUNTY, ILLINOIS.

THE LAND IS ALSO KNOWN AS:

FUTURE UNITS IN C.C. COMMONS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 11 IN BENCK'S FARM UNIT ONE, A PLANNED UNIT DEVELOPMENT OF PART OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 2006 AS DOCUMENT NUMBER R2006-013457 AND CERTIFICATE OF CORRECTIONS RECORDED SEPTEMBER 11, 2007, AS DOCUMENT NUMBERS R2007-135967 AND R2007-135964, IN WILL COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBATIBE TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2003-068637, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NUMBER R2012/918273, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. Clark's Office

ADDRESS:

24520 Route 52, Manhattan, Illinois

PIN NO. 14-12-07-402-014-0000