THIS DOCUMENT PREPARED BY AND UPON RECORDING IS TO BE RETURNED TO: MARCIA OWENS HAMILTON THIES & LORCH LLP 200 SOUTH WACKER DRIVE **SUITE 3800** CHICAGO, ILLINOIS 60606

Doc#: 1535818048 Fee: \$100.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 12/24/2015 10:05 AM Pg: 1 of 32

1000 M

CROSS COLLATE FALIZATION.

AND AMENDMENT TO DEBTOR PARTICLE.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This cross Collateralization, Cross Default Agreement and Amendment to Debton.

This day of Debton.

This Cross Collateralization, Cross Default Agreement and Amendment to Debton.

This cross Collateralization.

This day of December, 2015 (the 11th day of Debton.

This day of December, 2015 (the 11th day of Debton.

This Cross Collateralization.

This Cross

- Crededio owns certain real property, commonly known as 5560 W. Taylor Street, Chicago, Illinois and legally described on Exhibit A-1 attached hereto and incorporated herein by reference (the "5660 Property").
- West Roosevelt owns certain real property, commonly known as 5630 W. Taylor Street, Chicago, Illinois and legally described on Exhibit A-2 attached hereto and incorporated herein by reference (the "5630 Property").
- Crededio owns certain real property, commonly known as 1836 S. 60th Court, Cicero, Illinois and legally describe don Exhibit A-3 attached hereto and incorporated hereby reference (the "Cicero Property").
- Crededio and Delores Crededio, his wife, own certain real property commonly known as 17700 Streit Road, Harvard, Illinois and legally described on Exhibit A-4 attached hereto and incorporated herein by reference (the "Harvard Property").

CTT-ANX DESCRIPTIONER H

- E. To evidence and secure certain extensions of credit, Lender, as successor in interest to ABC Bank, has made the Loans (collectively, the "<u>Debtor Party Loans</u>") set forth on <u>Exhibit B</u> to some or all of the Borrowers as more fully set forth on <u>Exhibit B</u>.
- F. The Debtor Party Loans are secured by those certain loan documents set forth on Exhibit C attached hereto and incorporated herein by reference and as defined therein. All such instruments and all other modifications or documents executed by Borrower and/or Guarantor and held by Lender in connection with the Loan are hereinafter called the "Debtor Party Loan Documents".
- G. The Debtor Party Loans are all in default beyond all applicable notice and cure periods and the aggregate outstanding principal balance of the Debtor Party Loans is \$5,783,353.10, not including accrued and unpaid interest, late charges, costs of collection, expenses, and attorn sy's fees.
 - H. Guarantor 's also indebted to Lender for some or all of the Debtor Party Loans.
- I. The Debtor Parties have requested that Lender make certain accommodations to the Debtor Parties, which Lender s willing to make provided that the Debtor Parties agree to the terms and conditions set forth herein.
- J. Debtor Parties have each igreed to execute this Agreement and, but for this Agreement, Lender would not make any accommodations for Debtor Parties.
- NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor Parties hereby agree as follows:
- 1. The Recitals are hereby incorporated into and shall become part of this Agreement.
- 2. Notwithstanding anything to the contrary contained in the Debtor Party Loan Documents, the Debtor Parties and Lender hereby agree that the collecteral described in the Debtor Party Loan Documents for any or all of the Debtor Party Loans shall secure all of the indebtedness, liabilities and obligations of each and every Borrower under the Debtor Party Loan Documents.
- one of the Mortgages, as set forth on <u>Exhibit D</u> attached hereto and incoproated herein by reference, which Mortgages were entered into by either Crededio, West Roosevelt or both Crededio and West Roosevelt with respect to the real property set forth on <u>Exhibit A-1 through A-4</u> attached hereto and incorporated herein by reference are hereby modified as follows:
 - A. Each Mortgage, Security Agreement or other similar instrument is hereby modified to provide that it secures all obligations, debts and liabilities, plus all penalties, interest and other fees thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the obligations

or which it was originally received, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts maybe or hereafter may become otherwise enforceable.

- B. The maximum secured indebtedness of each Mortgage, Security Agreement or other similar instrument is hereby increased to "\$11,566,706.00", such that Lender can enforce any one or all of the Mortgages for purposes of realizing on the entire indebtedness owed from any one or all of Borrowers to Lender from time to time.
- C. Each applicable Borrower, to the extent applicable, hypothecates and pledges the collateral described in the Debtor Party Loan Documents as security for the Debtor Party Loans and any amendments, modifications, extensions or renewals thereof.
- 4. Any default, event of default or Event of Default, as the same may be set forth in the Debtor Party Loan Pocuments, after expiration of any applicable notice and cure period (an "Event of Default") by any or all of the Debtor Parties or Guarantor in the performance or observance of any payment, covenant, promise, condition or agreement of the Debtor Party Loan Documents shall be deemed an Event of Default under all of the Debtor Party Loan Documents, further entitling Lender to exercise any or all of the remedies provided for in the Debtor Party Loan Documents and Lender may apply the proceeds of any realization upon any collateral, as a result of the exercise of such remedies, to amounts due Lender under any of the Debtor Party Loans in such manner as Lender may elect in its sole discretion.
- 5. Failure by Lender to exercise any right which it may have under the Debtor Party Loan Documents shall not be deemed a waiver thereof unless so agreed in writing by Lender or a waiver of any other default or of the same default on any future occasion.
- Party Loan Documents and supersedes any provisions of such documents which are inconsistent with the terms of this Agreement. The Debtor Party Loan Documents are kereby amended to provide that the collateral for each and every Loan secures the obligations liabilities and indebtedness of Borrower under each and every one of the Debtor Party Loan Documents and any modifications, amendments, extensions or renewals of the Debtor Party Loan Documents.
- 7. Borrower further agrees that the collateral described in the Debtor Party Loan Documents shall be subject to disposition in accordance with the terms of the Debtor Party Loan Documents, as modified by this Agreement, upon the occurrence of an Event of Default (as defined above), including without limitation, failure to pay any amounts due under any of the Debtor Party Loan Documents on or before the date such payments are due. Borrower further agrees that the collateral described in the Debtor Party Loan Documents shall be subject to disposition in accordance with the terms of the Debtor Party Loan Documents, as modified by this Agreement, upon the occurrence of an Event of Default (as defined above).

- 8. Borrower hereby agrees to do whatever is reasonably required in order for Lender to perfect and continue to perfect Lender's mortgages, security interests, liens and encumbrances on the collateral described in the Debtor Party Loan Documents as security for the Loan and as Lender may from time to time reasonably require to ensure that Lender has an absolute first and prior position on all collateral for the full amount of the aggregate total indebtedness of Borrower under the Debtor Party Loan Documents. Borrower hereby agrees to do whatever is reasonably required in order for Lender to perfect and continue to perfect Lender's mortgages, security interests, liens and encumbrances on the collateral in the Loan Document as security as Lender may from time to time reasonably require.
- Borrower hereby grants Lender the same rights, power and remedies as set forth in the Debtor Party Loan Documents upon the occurrence of an Event of Default (as defined above) with respect to the indebtedness, liabilities and obligations due Lender under the Debtor Party Loans and all of the indebtedness, liabilities and obligations due Lender under the Debtor Party Loans has been paid in full. Borrower consents to any extensions or renewals from time to time of any of the indebtedness, liabilities or obligations due under the Loan and waives any notice of any creation, existence, extension or renewal of any such indebtedness, liabilities and obligations. Borrower hereby grants Lender the same rights, power and remedies as set forth in the Debtor Party Loan Documents upon the occurrence of an Event of Default (as defined above) with respect to the indebtedness, liabilities and obligations due Lender under the Loan until all of the indebtedness, liabilities and obligations due Lender under the Loan has been paid in full. Borrower consents to any extensions or renewals from time to time of any of the indebtedness, liabilities or obligations due under the Loan and waives any notice of any creation, existence, extension or renewal of any such indebtedness, liabilities and obligations.
- or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight express courier, freight prepaid addressed as follows or to such other address as the parties hereto may designate in writing from time to time;

To Lender:

GSI FINANCE COMPANY LI C

1550 HECHT ROAD

BARTLETT, ILLINOIS 60103

ATTN: ED GRECO

With a copy to:

HAMILTON THIES & LORCH LLP

200 S. WACKER DRIVE

SUITE3800

CHICAGO, ILLINOIS 60606 ATTN: MARCIA OWENS

To Borrower:

c/o JOHN D. CREDEDIO 5660 W. TAYLOR STREET CHICAGO, ILLINOIS 60644

To Guarantor:

c/o JOHN D. CREDEDIO

5660 W. TAYLOR STREET CHICAGO, ILLINOIS 60644

With a copy to:

HARRISON & HELD LLP 333 WEST WACKER DRIVE, SUITE 1700 CHICAGO, ILLINOIS 60606 ATTN: MARC SCHWARTZ

Any such notice, demand, request or other communication shall be deemed given when personally delivered or if mailed three days after deposit in the mail or if delivered by a nationally recognized overnight express courier, freight prepaid, the next business day after delivery to such courier.

- 11. Time is hereby declared to be of the essence of this Agreement and of every part hereof.
- 12. No failure by Lender to exercise, or delay by Lender in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other apht, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided by law or in equity. No notice to or demand on any of the Debtor Parties, in any case shall, in and of itself, entitle each of the Debtor Parties to any other or further notice or demand in similar other circumstances or constitute a waiver of the right's of Lender to any other or further action in any circumstances without notice or demand.
- 13. In all other respects, the terms and provisions of the Debtor Party Debtor Party Loan Documents, as hereby amended, shall remain in full force and effect.
- 14. This Agreement and the Debtor Party Can Documents constitute the entire agreement between the Debtor Parties hereto, and all representations and warranties set forth herein and in the Debtor Party Loan Documents shall be deemed to be true in all material respects as of the date hereof. This Agreement may not be modified except by agreement in writing signed by the Debtor Parties hereto.
- 15. This Agreement shall inure to the benefit of Lender and its successors and assigns and be binding upon the Debtor Parties and their respective successors and assigns.
- 16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be fully effective, valid and enforceable under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such

provision shall be ineffective only to the extent required by applicable law, and to the fullest extent permitted by applicable law the remainder of such provision and the remaining provisions of this Agreement shall remain fully effective, valid and enforceable.

- Except for the modifications expressly set forth herein, all other terms and conditions of the Debtor Party Loan Documents shall remain unchanged and in full force and effect and are hereby restated, reaffirmed, ratified and confirmed by Debtor Parties in all respects. This Agreement or any action or inaction taken by Lender in connection with the Debtor Party Loans shall not discharge, diminish, adversely affect, release, or waive any of the liabilities or obligations of Debtor Parties to Lender. All obligations and liabilities of Debtor Parties are expressly renewed, restated, reaffirmed, ratified and brought forward, except as expressly set io in herein, and Debtor Parties acknowledge and agree that all such Mortgages and other security agreements remain in full force and effect as security for the loan, regardless of how executed or mate. Lender's rights and remedies are not waived, released or compromised in connection with Debtor Parties' indebtedness to Lender. This Agreement is not a novation or an accord and satisfaction of the amounts due and owing to Lender. This Agreement and any documents executed pursuant to his Agreement shall not cause a novation of any of the Debtor Party Loan Documents, nor shall they extinguish, terminate or impair Debtor Parties' obligations under the Debtor Party Loan Decuments. In addition, this Agreement and any documents executed pursuant to this Agreement shell not release, affect or impair the priority of any security interests and liens held by Lender in any assets of Debtor Parties. To the extent that any provision of this Agreement conflicts with any terms or conditions set forth in the Debtor Party Loan Documents, the provisions of this Agreement shall supersede and control. Debtor Parties shall continue to comply with all undertakings, or ligations and representations set forth in the Debtor Party Loan Documents to the extent not modified in this Agreement. Except as expressly provided herein, the execution and delivery of this Agreement shall not (a) constitute an extension, modification or waiver of any aspect of the Debtor Party Loan Documents, (b) extend the terms of the Debtor Party Loan Documents or the due date of any of the indebtedness or obligations, (c) establish a course of dealing between Lender, Lettor Parties or give rise to any obligation on the part of Lender to extend, modify or waive any term or condition of the Debtor Party Loan Documents, (d) give rise to any defenses or counterclaims to i ender's right to compel payment of the indebtedness or obligations or its rights and remedies under the Debtor Party Loan Documents; (e) give rise to any defenses or counterclaims to Lender's right to compel payment of Debtor Parties' obligations under the Debtor Party Loan Documents or to otherwise enforce its rights and remedies under the other Debtor Party Loan Documents; and (f) notwithstanding anything contained herein or in any other documents or agreements or on account of any other facts or circumstances, Lender shall have no obligations to Debtor Parties, except under or in connection with this Agreement and the Debtor Party Loan Documents. Except as otherwise expressly set forth in this Agreement, Debtor Parties hereby represent and warrant that no Event of Default has occurred under any of the Debtor Party Loan Documents.
 - 20. Lender hereby notifies and Debtor Parties hereby acknowledge that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Debtor Parties. Debtor Parties agree to provide Lender, promptly upon Lender's request, such information and documentation as Lender shall require for purposes of complying with the requirements of the

Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.

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

Debtor Parties shall execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be requested by Lender or any other party to this Agreement to assure that the benefits of this Agreement are realized by the parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK SEE FOLLOWING PAGE FOR SIGNATURES]

1535818048 Page: 8 of 32

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigne	d have executed this Agreement as of the day and year first
above written.	LENDER:
	GSI FINANCE COMPANY LLC, an Illinois limited liability company
	By: its:
	BORROWER:
DOOD OF CO.	John D. Crededio, individually
90-	CHICAGO STUDIO RENTALS INC.
	By: lts:
9 Ox	WEST ROOSEVELT ROAD CORP.
C	By: Its:
	CHICAGO STUDIO CITY REAL ESTATE HOLDINGS
	LLC
	By: O
	¹ / ₂
	GUARANTCR!
	John D. Crededio, individually
	Joseph Crededio, individually
	CHICAGO STUDIO RENTALS INC.
	By:
	WEST ROOSEVELT ROAD CORP.
	By:
	CHICAGO STUDIO CITY REAL ESTATE HOLDINGS LLC

1535818048 Page: 9 of 32

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LENDE	<u>R</u> :
GSI F liability	INANCE COMPANY LLC, an Illinois limited company
By: Its:	
BORR John D	M. W. Ledding. Crededio, individually
	AGO STUDIO RENTALS INC.
By: (Its:	An TRES
WEST	ROOSEVELT ROAD CORP.
By: Its:	president
CHIC. LLC By: Its.	AGO STUDIO CITY REAL ESTATE HOLDINGS THE CONTROL OF THE PROPERTY OF THE PROPE
<u>GUA</u> 1	ANTO Completion
John	D. Crededio, it dividually
Josep	h Crededio, individually
	AGO STUDIO RENTALS INC.
By: Its:	John Crebalo
WES	T ROOSEYELT ROAD CORP.
By: Its:	fresident
CHIC By:	CAGO STUDIO CITY REAL ESTATE HOLDINGS
	11 War and I all

1535818048 Page: 10 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Langue De LO personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Market of GSI FINANCE COMPANY LLC, an Illinois limited liability company, appeared before me 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 limited liability company, for the uses and purposes therein set forth.

GIVEN v. nder my hand and notarial seal this

Ox COO4

_day of December

OTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
DONNA M STANKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/30/19

1535818048 Page: 11 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **JOHN D. CREDEDIO**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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.

2015. GIVEN under my hand and notarial seal this 10th day of 10ecember NOTARY PUBLIC

Coot County Clart's Office

My Commission Expires:

OFFICIAL SEAL
S HELD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/25/16

1535818048 Page: 12 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

COUNTY OF COOK	
hereby certify that <u>JOHN CACEDIO</u> , p name is subscribed to the foregoing instrume	in and for said County, in the State aforesaid, do personally known to me to be the same person whose ent as the frestent of CHICAGO STUDIO poration, appeared before me and acknowledged that ment as his/her own free and voluntary act and as the r the uses and purposes therein set forth. seal this day of feeting the same person whose ent as the result of the same person whose ent as the result of the same person whose ent as the result of the same person whose ent as the same
2015.	3. All
	NOTARY PUBLIC
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/25/16	County Clark's Office

1535818048 Page: 13 of 32

UNOFFICIAL COPY

STATE OF ILLINOI	INOI	Π	Į.	IL	OF	Œ	47	T	S
------------------	------	-------	----	----	----	---	----	---	---

COUNTY OF COOK

COUNTY OF COOK
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that <u>Toseph Creatio</u> , personally known to me to be the same person whose name is subscribed to the foregoing instrument as the <u>frestoot</u> of WEST ROOSEVELT ROAD CORP., a <u>Illiquis</u> corporation, appeared before me 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 corporation, for the uses and purposes therein set forta.
GIVEN under my hand and notarial seal this 10th day of December.
GIVEN under my hand and notarial seal this 10 day of 1600000
2015.
3/10/
NOTARY PUBLIC
My Commission Expires:
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/25/16
<u> </u>
Continue
My Commission Expires: OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/25/16

1535818048 Page: 14 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, decreased that Gohn Carloro, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the MANAGE OF CHICAGO STUDIO CITY REAL ESTATE HOLDINGS LLC, a limited liability company appeared before the and acknowledged that he/she signed and delivered the said instrument a his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of December 1.	O y as
2015.	
3 111	_
NOTARY PUBLIC	
My Commission Expires:	
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS AY COMMISSION EXPIRES 11/25/16	
My Commission Expires: OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS WY COMMISSION EXPIRES 11/25/16	

1535818048 Page: 15 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JOHN D. CREDEDIO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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 10th day of Occumber Or Coot County Clert's Office

My Commission Expires:

OFFICIAL SEAL SHELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/25/16

1535818048 Page: 16 of 32

Cook County Clark's Office

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **JOSEPH CREDEDIO**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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.

20_15. GIVEN under my hand and notarial seal this 10 th day of 16 day of 16 NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COAIMISSION EXPIRES:11/25/16

1535818048 Page: 17 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JOHN CACOLOGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the president of CHICAGO STUDIO RENTALS INC., a License corporation, appeared before me 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 corporation, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this LOT day of Lecense day.
20 15. NOTARY PUBLIC
My Commission Expires:
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 11/25/16
T'S Ox

1535818048 Page: 18 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that <u>Usern Crevento</u> , personally known to me to be the same person whose name is subscribed to the foregoing instrument as the <u>Product</u> of WEST ROOSEVELT ROAD CORP., a <u>Illinois</u> corporation, appeared before me 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 corporation, for the uses and purposes therein set forta.
GIVEN under my hand and notarial seal this 10th day of December,
20 <u>15.</u>
NOTARY PUBLIC
M. Commission Evnires
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES.11/25/16
S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/25/16
WIS COMMISSION EAPTRES. TIZOTO
7/4

1535818048 Page: 19 of 32

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
GIVEN under my mand and mountain
20 15.
NOTARY PUBLIC
MOTARI TODZIO
My Commission Expires:
My Commission Expires.
OFFICIAL SEAL S HELD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/25/16
OFFICIAL SEAL
S HELD NOTARY PUBLIC - STATE OF ILLINOIS NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/25/16
$\mathcal{O}_{\mathcal{S}_{\mathcal{C}_{\mathbf{c}}}}$

1535818048 Page: 20 of 32

UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION OF 5660 PROPERTY

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, AND LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO 7.61 MINAL RAILROAD COMPANY AS PER DOCUMENT 6034440, TOGETHER WITH THAT PART OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID, LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AND VING WEST OF A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 359.26 FEET AND TANGENT TO A LINE 10 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 9 AND INTERSECTING A LINE 20 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE AT A POINT 105 FEET DUE EAST OF SAID WEST LINE AND INTERSECTING THE SOUTH LINE OF SAID BLOCK 9 AT A POINT 309.1 FEET MORE OR LESS EAST OF SAID WEST LINE

(EXCEPT FROM SAID PREMISES THAT PART OF THE EAST 25.0 FEET LYING NORTH OF THE SOUTH 112.65 FEET OF THAT PART OF PLOCK 9 AFORESAID LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 17, AND EXCEPT THAT PART FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FLET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID, 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49 SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 26 SECONDS WEST 53.60 FEET TO THE LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS PER DOCUMENT 6034440, IN COOK COUNTY, ILLINOIS;

ALSO

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(EXCEPT FROM SAID PREMISES THAT PART OF SAID NORTHWEST 1/4 LYING EASTERLY OF A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET TANGENT TO THE EAST LINE OF SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 AND EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF AND LEW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWN'S HIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FLET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49 SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 26 SECONDS WEST 53.60 FEET TO A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING,

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES, 36 MINUTES, 22 SECONDS WEST

HTL 00139228 Exhibit A-1

PARALLEL WITH SAID EAST LINE 248.13 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 135.19 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 32 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 52 SECONDS EAST 141.13 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR'S RESUBDIVSION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NO'CTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES 57 SECONDS 01 MINUTES EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF SAID NORTHWEST QUARTER AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST QUARTER AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES 27 MINUTES 49 SECONDS EAST); THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST, ALONG A LINE HEREINAFTER DESIGNATED LINE "A" 303.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 26 SECONDS WEST 137.31 FFET; THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST 53.60 FEET TO A LINE 25.0 FFET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID AT A 63 J. FEET SOUTH OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG SAID PARALLEL INE; THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, 137.75 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE HEREIN ABOVE DESIGNATED LINE "A" THENCE NORTH 89 DEGREES 32 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY EXTENSION OF LINE "A", 53.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

THE SOUTH 3/4 (EXCEPT THE SOUTH 674 FEET OF SAID SOUTH 3/4) OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 140.0 FEET OF THE SOUTH 165.00 FEET OF THE WEST 200.00 FEET OF THE EAST 225.00 FEET, THEREOF

1535818048 Page: 23 of 32

UNOFFICIAL COPY

Property Address:

5660 W. Taylor Street, Chicago, Illinois 60644

Permanent Index Numbers:

16-17-400-016-0000 16-17-413-028-0000 16-17-413-037-0000 16-17-413-038-0000

Property of Cook County Clark's Office

1535818048 Page: 24 of 32

UNOFFICIAL COPY

EXHIBIT A-2

LEGAL DESCRIPTION OF 5630 PROPERTY

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID, WITH A LINE 347.0 FEF1 WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES 36 MINUTES 22 SECONDS WEST PARALLEL WITH SAID EAST LINE 248.13 FILET; THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST 135.19 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 32 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST 141.13 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Address:

5630 W. Taylor Street, Chicago, Illinois 60644

Permanent Index Number:

16-17-413-(26-0000

1535818048 Page: 25 of 32

UNOFFICIAL COPY

EXHIBIT A-3

LEGAL DESCRIPTION OF CICERO PROPERTY

LOT 4 (EXCEPT THE NORTH 104 FEET THEREOF) AND THE NORTH 40 FEET OF LOT 5 IN BLOCK 7 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Address:

1836 South 60th Court, Cicero, IL 60804 Ders:
16-.

Cooperation Clarks Office

Permanent Index Numbers:

1535818048 Page: 26 of 32

UNOFFICIAL COPY

EXHIBIT B

Loan No.	Borrower (s)	Original <u>Amount</u>
22060	John D. Crededio	\$124,000.00
21832	Chicago Studio Rentals Inc.	\$18,750.00
21228	Chicago Studio Rentals Inc.	410,700.00
	John D. Crededio	
	West Roosevelt Road Corporation	\$525,894.81
21416	John D. Crededio	, ,
	y'e't Roosevelt Road Corporation	\$1,850,000.00
21662	John D. Crededio	
	West Roosevelt Road Corporation	
	Chicago Studio City Real	
	Estate Holdings, LLC	\$363,090.80
21938	Chicago Studio Rentals Inc.	\$110,000.00
21916	John D. Crededio	\$512,786.04
21625	John D. Crededio	
	West Roosevelt Road Corporation	\$1,688,571.10
21769	John D. Crededio	
	Delores Crededio	\$1,046,778.36
	West Roosevelt Road Corporation John D. Crededio Delores Crededio	

1535818048 Page: 27 of 32

UNOFFICIAL COPY

EXHIBIT C

LIST OF LOAN DOCUMENTS

LOAN 21228

Chicago Studio Rentals, Inc. Promissory Note dated 3/18/11 in the original principal amount of \$525,894.81 (made jointly with John Crededio and West Roosevelt Road Corporation)

Chicago Studio Rentals, Inc. Commercial Security Agreement dated 3/18/11 (made jointly with John Credecio and West Roosevelt Road Corporation)

Chicago Studio Rentals, Inc. Business Loan Agreement dated 3/18/11 (made jointly with John Crededio and West Roosevelt Road Corporation)

Mortgage dated 3/18/1, made jointly by John Crededio and West Roosevelt Road Corporation and recorded on March 25, 2011 with the Cook County Recorder of Deeds as Doc. No. 1108447155

Commercial Guaranty of John Credictio dated 3/18/11

Chicago Studio Rentals, Inc. UCC filing number 16108170 dated 3/22/11

LOAN 21416

John Crededio Promissory Note dated November 10 2011 in the original principal amount of \$1,850,000.00 (made jointly with West Roosevelt Road Corporation)

Mortgage dated October 1, 2009 made by West Roosevelt Road Corporation and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Doc. No. 0933857090

Mortgage dated May 10, 2007 made by John Crededio and recorded on September 14, 2007 with the Cook County Recorder of Deeds as Doc. No. 0725747089

Modification of Mortgage dated July 24, 2007 and recorded on September 26, 2007 with the Cook County Recorder of Deeds as Doc. No. 0726947095

LOAN 21625

John Crededio Promissory Note dated May 10, 2014 in the original principal amount \$1,688,571.10 (made jointly with West Roosevelt Road Corporation)

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857091

1535818048 Page: 28 of 32

UNOFFICIAL COPY

Mortgage made by John Crededio dated May 10, 2007 and recorded on June 19, 2007 with the Cook County Recorder of Deeds as Document No. 0717047117

Mortgage made by John Crededio dated May 10, 2007, and rerecorded on December 7, 2007 with the Cook County Recorder of Deeds as Document No. 0734147064

LOAN 21662

John Crededio Promissory Note dated 8/1/13 in the original principal amount of \$363,090.80; (made jointly with West Roosevelt Road Corporation and Chicago Studio Real Estate Holdings, LLC

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857093

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857094

Mortgage made by John Crededic dated April 21, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857095

Mortgage Modification dated 8/1/12 mane by John Crededio and West Roosevelt Road Corporation and recorded on 8/14/12 with the Cook County Recorder of Deeds as Document No. 1222757192

Partial Mortgage Release dated 3/22/11, recorded 3/25/11 with the Cook County Recorder of Deeds as Document No. 1108447160 re Document No. 0933857094

Partial Mortgage Release dated 3/22/11, recorded 3/25/11 with the Cook County Recorder of Deeds as Document No. 1108447159 re Document No. 0933857095);;;;;c

Commercial Guaranty of Joseph C. Crededio dated 8/1/13

UCC financing statement filed on 3/22/11 as Document No. 16108170

LOAN 21769

John Crededio Promissory Note dated December 24, 2012 in the original principal amount of \$1,046,778.36 (made jointly with Delores Crededio)

Change in Terms Agreement dated August 20, 2013

Mortgage dated August 28, 2008 made by John Crededio and Delores Crededio and recorded on August 29, 2008 with the McHenry County Recorder as Doc. No. 2008R0046544

HTL 00139228 Exhibit C

1535818048 Page: 29 of 32

UNOFFICIAL COPY

LOAN 21832

Chicago Studio Rentals, Inc. Promissory Note dated 3/5/13 in the original principal amount of \$18,750.00

Chicago Studio Rentals, Inc. Commercial Security Agreement dated 3/5/13

Commercial Guaranty of John Crededio dated 3/5/13

Vehicle and lien 2003 International 4000 Series

LOAN 21916

John Crededio Promissory Note dated May 10, 2013, in the original principal amount of \$512,786.04 (Loan No. 21912 reflected on note is scrivener's error)

Mortgage dated May 10, 2007 ruade by John Crededio and recorded on June 19, 2007 with the Cook County Recorder of Deeds as Document No. 0717047118, and rerecorded on August 10, 2007 with the Cook County Recorder of Deeds as Document No. 0722247087

Modification of Mortgage dated May 18, 2003 and recorded on May 29, 2008 with the Cook County Recorder of Deeds as Doc. No. 0815047006

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Doc. No. 0933857092

Commercial Security Agreement made by Chicago Studio Rentals, Inc. dated May 10, 2013 (Loan No. 21912 reflected on note is scrivener's error)

UCC financing statement made by Chicago Studio Rentals, Inc. and filed on 3/22/11 as Document No. 16108170

Commercial Guaranty of West Roosevelt Road Corporation dated 5/10/13

Commercial Guaranty of Chicago Studio Rentals, Inc. dated 5/10/13

LOAN 21938

Chicago Studio Rentals, Inc. Promissory Note dated 7/2/13 in the original principal amount of \$110,000.00

Commercial Security Agreement made by Chicago Studio Rentals, Inc. dated 7/2/13

UCC financing statement made by Chicago Studio Rentals, Inc. filed 7/2/13 as Document No. 18399172

1535818048 Page: 30 of 32

UNOFFICIAL COPY

Vehicle title lien 2000 Freightliner DS

Commercial Guaranty of John Crededio dated 7/2/13

LOAN 22060

John Crededio Promissory Note dated December 20, 2013 in the original principal amount of \$124,000.00

Mortgage duted December 20, 2013 and recorded on January 13, 2014 with the Cook County Recorder of Deeds as Doc. No. 1401304044

Commercial Guarany of Chicago Studio City Real Estate Holdings, LLC dated 12/20/13

Commercial Guaranty of Chicago Studio Rentals, Inc. dated 12/20/13

COMMERCIAL GUARANTIES

Commercial Guaranty of John Credevio dated 3/18/11

Commercial Guaranty of Joseph C. Crededi deted 8/1/13

Commercial Guaranty of John Crededio dated 3/5/13

Commercial Guaranty of West Roosevelt Road Corporation dated 5/10/13

Commercial Guaranty of Chicago Studio Rentals, Inc. datea 5/10/13

Commercial Guaranty of John Crededio dated 7/2/13

Commercial Guaranty of Chicago Studio City Real Estate Holdings, LLC 1ated 12/20/13

Commercial Guaranty of Chicago Studio Rentals, Inc. dated 12/20/13

Together with all other docuetns entered into by some or all of the Borrowers from time to time.

HTL 00139228 Exhibit C

1535818048 Page: 31 of 32

UNOFFICIAL COPY

EXHIBIT D

MORTGAGES

Mortgage dated 3/18/11 made jointly by John Crededio and West Roosevelt Road Corporation and recorded on March 25, 2011 with the Cook County Recorder of Deeds as Doc. No. 1108447155

Mortgage dated October 1, 2009 made by West Roosevelt Road Corporation and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Doc. No. 0933857090

Mortgage dates May 10, 2007 made by John Crededio and recorded on September 14, 2007 with the Cook County Recorder of Deeds as Doc. No. 0725747089

Modification of Mortgage dated July 24, 2007 and recorded on September 26, 2007 with the Cook County Recorder of Deeds as Doc. No. 0726947095

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857091

Mortgage made by John Crededio dated May 10, 2007 and recorded on June 19, 2007 with the Cook County Recorder of Deeds as Document No. 0717047117

Mortgage made by John Crededio dated May 10, 2007, and rerecorded on December 7, 2007 with the Cook County Recorder of Deeds as Document No. 0734147064

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857093

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857094

Mortgage made by John Crededio dated April 21, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Document No. 0933857095

Mortgage Modification dated 8/1/12 made by John Crededio and West Roosevelt Road Corporation and recorded on 8/14/12 with the Cook County Recorder of Deeds as Document No. 1222757192

Partial Mortgage Release dated 3/22/11, recorded 3/25/11 with the Cook County Recorder of Deeds as Document No. 1108447160 re Document No. 0933857094

Partial Mortgage Release dated 3/22/11, recorded 3/25/11 with the Cook County Recorder of Deeds as Document No. 1108447159 re Document No. 0933857095

HTL 00139228 Exhibit C

1535818048 Page: 32 of 32

UNOFFICIAL COPY

Mortgage dated August 28, 2008 made by John Crededio and Delores Crededio and recorded on August 29, 2008 with the McHenry County Recorder as Doc. No. 2008R0046544

Mortgage dated May 10, 2007 made by John Crededio and recorded on June 19, 2007 with the Cook County Recorder of Deeds as Document No. 0717047118, and rerecorded on August 10, 2007 with the Cook County Recorder of Deeds as Document No. 0722247087

Modification of Mortgage dated May 18, 2008 and recorded on May 29, 2008 with the Cook County Recorder of Deeds as Doc. No. 0815047006

Mortgage made by West Roosevelt Road Corporation dated October 1, 2009 and recorded on December 4, 2009 with the Cook County Recorder of Deeds as Doc. No. 0933857092

Mortgage dated December 20, 2013 and recorded on January 13, 2014 with the Cook County Recorder of Deeds as Doc. No. 1401304044

HTL 00139228 Exhibit C