# **UNOFFICIAL COPY**

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#. 1827019242 Fee: \$84.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/27/2018 11:46 AM Pg: 1 of 19



Report Mortgage Fraud 844-768-1713

PIN: 30-30-314-033-0000 The property identified as:

Address:

Street: 2746 178TH STREET

Street line 2:

City: LANSING State: IL

Lender: MALVERN BANK, NATIONAL ASSOCIATION

Borrower: SPRINGVIEW INVESTMENTS II IL FOUR LLC

Loan / Mortgage Amount: \$6,000,000.00

204 COUNTY CLOPA'S This property is located within the program area and is exempt from the requirements of 765 ILCG 7.770 et seq. because it is not owner-occupied.

FIDELITY NATIONAL TITLE

SC18004525

Certificate number: 48F1C222-9424-4A76-96B4-38277F52D19F Execution date: 4/2/2018

1827019242 Page: 2 of 19

### **UNOFFICIAL COPY**

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: THIS DOCUMENT PREPARED BY: Wilentz, Goldman & Spitzer, P.A. 90 Woodbridge Center Drive P.O. Box 10 Woodbridge, New Jersey 07095 Attention: Joseph J. Jankowski, Esq.

Space above this line for Recorder's Use

# MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Morto ge, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") is dated this 23 day of March, 2018 and made effective as of April 2, 2018 (the "Effective Date"), and is given by Spring View Investments II IL Four LLC, a Delaware limited liability company, as mortgagor ("Mortgagor"), having its principal place of business located at 1448 East 26<sup>th</sup> Street, Brooklyn, New York 11210 to Malvern Bank, National Association, as mortgagee ("Mortgagee") having an office at 42 East Lancaster Avenue, Paoli, Penns National 19301.

### 1. GRANT.

- Obligations defined in Section 2 below, Mortgagor increby irrevocably and unconditionally grants, conveys, transfers and assigns to Mortgagee, upon the standard mortgage condition for breach of which this Mortgage is subject to foreclosure as provided by law, with mortgage covenants and right of entry and possession, all estate, right, title and interest which Mortgagor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):
  - (a) The real property located in the County of Cook, State of Illinois and listed on Schedule 1 hereto, consisting of thirty-five (35) separate and distinct properties (each, a "Site" and collectively, the "Sites" and the "Land"). Note: The Recorder of Deeds Office of Cook County, Illinois does not record documents that reference more than Len (10) tax parcel numbers such that this Mortgage shall be recorded against that portion of the Land being legally described on Exhibit A attached hereto and made a part hereof, and three (3) duplicate originals of this Mortgage, attaching alternative versions of Exhibit A to capture the balance of the Land listed on Schedule 1 hereto, shall be recorded separately
  - (b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");
  - (c) All easements and rights of way appurtenant to the Land; all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

1827019242 Page: 3 of 19

# UNOFFICIAL COPY

- (d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;
- (e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent do not proceeding, and all causes of action and their proceeds for any breach of warranty, misrer esentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and
- (f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.
- 1.2 <u>Fixture Filing</u>. This Mortgage constitutes a financing statement filed as a fixture filing under the Illinois Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon.

### 2. THE SECURED OBLIGATIONS.

- 2.1 <u>Purpose of Securing.</u> viortgagor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocatile and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "<u>Secured Obligations</u>") in any order of priority that Mortgagee may choose:
  - (a) Payment of all obligations of Mr. (gagor ("Obligor") to Mortgagee arising under the following instrument(s) or agreement(s) (toget'ter with any other documents evidencing or securing the Secured Obligations, the "Loan Documents")
    - (i) A promissory note (the "Note") acted as of the Effective Date, payable by Obligor as maker in the stated principal amount of Three Million Dollars (\$3,000,000.00) to the order of Mortgagee, the terms of which are incorporated herein by reference.
    - (ii) Loan Agreement dated as of the Effective Late between Obligor and Mortgagee;
    - (iii) Guaranty and Suretyship Agreement dated as of the Effective Date, given by Harold I. Willig, Marc J. Bodner, Annette Lucas and Debra L. Schatzki to Mortgagee;
    - (iv) Environmental Indemnity Agreement dated as of the Effective Date, the terms of which are incorporated herein by reference, given by Obligor, Harold I. Willig, Marc J. Bodner, Annette Lucas and Debra L. Schatzki to Mortgagee.

This Mortgage also secures payment of all obligations of Obligor under the Loan Documents which arise after the Loan Documents are extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Loan Documents in their entirety:

1827019242 Page: 4 of 19

# **UNOFFICIAL COPY**

- (b) Payment and performance of all obligations of Mortgagor under this Mortgage;
- (c) Payment and performance of all obligations of Obligor under any Swap Contract with respect to which there is a writing evidencing the parties' agreement that said Swap Contract shall be secured by this Mortgage. "Swap Contract" means any document, instrument or agreement with Mortgagee, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and
- (d) Payment and performance of all future advances and other obligations under the Loan Locuments.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing I can Documents or in any other document, agreement or instrument. Unless specifically described in subparagraph (a) above, "Secured Obligations" shall not include any debts, obligations or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lenging law or any regulation promulgated thereunder.

- 2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Loan Documents described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Loan Documents which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may very from time to time.
- 2.3 <u>Maximum Amount Secured</u>. The maximum amount secured by the lien of this Mortgage is \$6,000,000.00.

### 3. ASSIGNMENT OF RENTS.

- 3.1 Assignment. Mortgagor hereby irrevocably, absolutely, prescritly and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and processe of the Property, whether now due, past due or to become due, including all prepaid rents and recurity deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.
- 3.2 <u>Grant of License.</u> Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("<u>License</u>") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.1, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

1827019242 Page: 5 of 19

### **UNOFFICIAL COPY**

### 4. SECURITY INTEREST IN RELATED PERSONALTY.

- 4.1 <u>Grant of Security Interest</u>. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "<u>Personalty</u>"):
  - (a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;
  - (b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;
  - (c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;
  - (d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

### 5. RIGHTS AND DUTIES OF THE PARTIES.

- 5.1 Representations and Warranties. Mortgagor represents and warrants that Mortgagor lawfully possesses and holds fee simple title to all of the Land and the Improvements.
- 5.2 Taxes, Assessments, Liens and Encumbrances. Mortgagor shall pay or cause to be paid prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may pause any decrease in the value of the Property or any part of it. Mortgagor shall discharge any lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage. Mortgagor shall deliver to Mortgagee receipts evidencing the payment of such taxes, levies, charges and assessments on or before the last day on which any lien may be paid without interest or penalties or as soon thereafter as such receipts are available.
- 5.3 Insurance. Mortgagor shall at all times keep in force (a) property insurance insuring all Improvements and Equipment which now are or hereafter become a part of the Property for perils covered by an all-risk insurance policy with an ordinance or law coverage endorsement containing both replacement cost and agreed amount endorsements or options; (b) commercial general liability insurance naming Mortgagee and its successors and assigns as additional insureds protecting Mortgagor and Mortgagee against liability for bodily injury or property damage occurring in, on or adjacent to the Property in commercially reasonable amounts, with a combined single limit of not less than One Million Dollars

1827019242 Page: 6 of 19

# **UNOFFICIAL COPY**

(\$1,000,000.00) per occurrence for each person and for property damage; (c) boiler and machinery insurance if the Property has a boiler or is an office building; (d) rental value insurance for the perils specified herein for one hundred percent (100%) of the rents (including operating expenses, real estate taxes, assessments and insurance costs which are any lessee's liability) for a period of twelve (12) months; and (e) insurance against all other hazards as may be reasonably required by Mortgagee, including, without limitation, insurance against loss or damage by flood and earthquake. Mortgagor shall also carry appropriate insurance applicable to the Property in connection with any construction work upon the Property (whether or not such work is expensed or capitalized by Mortgagor) in such amounts as may be required by Mortgagee. Any policy or policies with respect to all of the above-mentioned insurance (the "Policy") (i) shall be issued by an insurer acceptable to Mortgagee, (ii) shall contain a provision that Mortgagee shall be given thirty (30) days' prior written notice of material change or cancellation of said Policy and that no such change or cancellation shall be effective as to Mortgagee in the absence of such notice, and (iii) shall contain such other provisions as shall from time to time be required by Mortgagee. Any such Policy may provide for customary "deductibles" provided the limits thereof are satisfactory to Mortgagee. Not 'ss than ten (10) days' prior to any date upon which any premium for such insurance shall be due and pay able and subject to the terms of Paragraph 5.3(A) hereof, Mortgagor shall deliver to Mortgagee satisfactory evidence that such premium has been paid, and further, not less than ten (10) days prior to the expiration date of any Policy, Mortgagor shall deliver to Mortgagee satisfactory evidence of the renewal of such Policy In the event of the foreclosure of the Mortgage or other transfer of Mortgagor's interest in the Property in satisfaction of the Aggregate Debt, all right, title and interest of Mortgagor to any Policy then in force overing the Property shall pass to the transferee of the Property.

Mortgagor is hereby notified pursuant to the Illinois Collateral Protection Act (815 ILCS 180/1 et. seq.) that unless Mortgagor provides Mortgage with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase the required insurance at Mortgagor's expense to protect Mortgagee's interest in the Property. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgager with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchasus insurance for the Property, Mortgagor will be responsible for the costs of that insurance, including interest at the Interest Rate (as defined in the Note) and any other charges Mortgagee may impose in connection with the placement of the insurance until the effective date of the cancellation or the expiration of the insurance. The costs of the insurance shall be added to Mortgagor's total outstanding balance or obligation and shall constitute additional Indebtedness. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own. Wherever provisions in this Mortgage or the other Louin Documents require that insurance policies bear mortgagee clauses or other loss payable clauses or el obrements in favor of Mortgagee, or confer authority upon Mortgagee to settle or participate in the seulement of losses under such policies of insurance or to hold and disburse or otherwise control the use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Wingagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of the sale.

#### A. Casualty Loss.

(i) Mortgagor shall notify Mortgagee in writing immediately upon the occurrence of any damage to or destruction affecting any one of the Sites. In the event the cost to restore each damaged or destroyed Site does not exceed \$25,000.00 as reasonably determined by Mortgagor, Mortgagor shall promptly restore such damaged or destroyed Site by or before six (6) months prior to the Maturity Date (as defined in the Note). In the event the cost to restore each damaged or destroyed Site of the Property exceeds \$25,000.00 as reasonably determined by Mortgagor, Mortgagor will direct any insurer to pay directly to Mortgagee any moneys payable under any Policy, and Mortgagor hereby appoints Mortgagee as attorney-in-fact to endorse any draft therefor. Sums paid to Mortgagee by any insurer may be retained and, after deducting therefrom any expenses incurred in the collection thereof, including, without limitation, attorneys' and expert witness' fees and costs, be applied by Mortgagee toward payment of the Secured Obligations (whether or not any portion thereof may then be due and payable) in such priority and proportions as Mortgagee in its discretion shall deem proper, and any sums

1827019242 Page: 7 of 19

# **UNOFFICIAL COPY**

not so applied, at the discretion of Mortgagee, shall be paid, either in whole or in part, to Mortgagor for such purposes and upon such conditions as Mortgagee shall designate. The cost to repair the damaged property will be made by Mortgagee in its reasonable determination. If Mortgagee retains such insurance money and applies the same toward payment of the Secured Obligations, the lien of this Mortgage shall be reduced only by the amount thereof retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Obligations.

- sufficiency of insurance proceeds until the Secured Obligations shall be fully paid, Mortgagor shall be obligated to repair, restore, and rebuild any Improvements so damaged or destroyed, provided however, that Mortgagor shall be so obligated only if (i) Mortgagee elects to apply insurance proceeds which have been paid to Mortgagee under the provisions of Paragraph 5.3 hereof to the cost of rebuilding and restoration, or (ii) the damage or destruction is not covered by insurance. Repair and restoration of the Improvements shall be commenced promptly after the occurrence of the loss and shall be prosecuted to completion diligerate the improvements shall be so restored and rebuilt as to be of at least equal value and substantially the same character as prior to such damage and destruction. In the event the estimated costs of rebuilding and restoration exceed \$25,000.00 per damaged or destroyed Site, the drawings and specifications pertaining to such rebuilding and restoration shall be subject to the prior written approval of Mortgagee.
- out of the insurance proceeds, such proceeds shall be made available from time to time upon the furnishing to Mortgagee of satisfactory avidences of the estimated cost of completion thereof and such architect's certificates, waivers of lien, contractor's sworn statements, and other evidence of cost and of payment and of the continued priority of the lien hereof over any potential liens of mechanics and materialmen as Mortgagee may require and approve. No payment made by Mortgagee prior to the final completion of the work-shall, together with all payments theretofore made, exceed 90% of the cost of the work performed to the time of payment, and at all times the undisbursed balance of said proceeds shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any proceeds remaining after payment of the cost of rebuilding and restoration shall, at the option of Mortgagee, either be applied in reduction of the Secured Obligations, or paid to Mortgagor.
- have been instituted, the proceeds of any such insurance policy or policies, if not applied in rebuilding or restoration of the Improvements, shall be used to pay the indebtedness include and owing in the event of a non-judicial sale or the amount due in accordance with any decree or foreclosure or deficiency judgment that may be entered in connection with such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if such owner shall then be entitled to the same, or otherwise as any court having jurisdiction may direct. Following any foreclosure sale, or other sale of the Property by Mortgagee pursuant to the terms hereof, Mortgagee is authorized without the consent of Mortgager to assign any and all insurance policies to the purchaser at the sale and to take such other steps as Mortgagee may deem advisable to cause the interests of such purchaser to be protected by any of such insurance policies.

### B. Condemnation.

(i) In the event that the whole or any part of the Property secured by this Mortgage is condemned or taken for any period of time, or there is any other injury to or decrease in value of the Property as a result of any public or quasi-public authority or corporation exercising the power of eminent domain or otherwise, all sums awarded as damages for such condemnation or taking to which Mortgagor is entitled shall be paid over immediately to Mortgagee. Upon the receipt thereof, Mortgagee may deduct and withhold from the amount actually received any costs, charges or fees incurred by Mortgagee in connection with the recovery of such award (the "Mortgagee's Costs"), and thereafter Mortgagee may apply all or any portion of the balance to the discharge of the Secured Obligations and, at the option of Mortgagee, may pay over any sums not so applied to Mortgagee, in which event the Secured

1827019242 Page: 8 of 19

### **UNOFFICIAL COPY**

Obligations shall not be reduced by that amount. Any sums received by Mortgagee in excess of the Secured Obligations shall be paid to Mortgagor. The cost to repair or restore the condemned property will be made by Mortgagee in its reasonable determination. Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for Mortgagor for the purpose of collection of any or all proceeds available in connection with the condemnation of the Property. If the Property is transferred, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award of payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied (on other than substantive grounds), to receive such award or payment, or a portion thereof sufficient to pay the Secured Obligations, whichever is less.

- (ii) In the event Mortgagee elects, in its sole discretion, to reimburse Mortgagor for the costs of restoring and rebuilding the Property, then the proceeds of the award shall be paid out in the same manner as provided in this Mortgage for the payment of insurance proceeds in reimbursement of the costs of rebuilding and restoration. If the amount of such award is insufficient to cover the cost of restoring and rebuilding, Mortgagor shall pay such cost in excess of the award before being entitled to reimbursement out of the award. Any proceeds remaining after payment of cost of restoring and rebuilding shall, at the option of Mortgagee, either be applied on account of the Secured Obligations, or be paid to Mortgagor.
- 5.4 <u>Maintenance and Preservation of Property</u>. Mortgagor shall keep the Property in good condition and repair and shall not commit or allow physical waste of the Property. Mortgagor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other laid use classification which affects the Property or any part of it, except with Mortgagee's express prior written consent in each instance.
- 5.5 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Mortgagor, for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:
  - (a) release any person liable for payment of any Secured Obligation;
  - (b) extend the time for payment, or otherwise eller the terms of payment, of any Secured Obligation;
  - (c) accept additional real or personal property of any and as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
    - (d) alter, substitute or release any property securing the Secured Colligations;
    - (e) consent to the making of any plat or map of the Property or any part of it;
  - (f) join in granting any easement or creating any restriction affecting the Property;
  - (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
    - (h) release the Property or any part of it from the lien of this Mortgage.
- 5.6 <u>Release</u>. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Mortgagee shall release the Property, or so much of it as is then held under this Mortgage, from the lien of this Mortgage.

1827019242 Page: 9 of 19

# **UNOFFICIAL COPY**

- 5.7 <u>Protective Advances</u>. (a) Advances, disbursements, and expenditures made by Mortgagee for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Mortgage, constitute "Protective Advances":
  - (i) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Illinois Act (as defined below);
  - payments by Mortgagee of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Property, as referred to in Section 5/15-1505 of the Illinois Act;
  - (iii) advances by Morgagee in settlement or compromise of any claims asserted by claimants under any prior liens;
  - (iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Illinois Act; (B) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;
  - defense of any such foreclosure or other action,
    (v) Mortgagee's fees and costs, including rescnable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation rearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Illinois Act;
  - (vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage and the Loan Documents;
  - (vii) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Illinois Act; and
  - (viii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estage imposed by Subsection (c)(1) of Section 5/15-1704 of the Illinois Act; (B) repair or restoration of camage or destruction in excess of available Insurance Proceeds or condemnation awards; (C) payments required or deemed by Mortgagee to be for the benefit of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Property; (E) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.
  - (b) All Protective Advances shall be so much additional Indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate (as defined in the Note).
  - (c) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Illinois Act.

1827019242 Page: 10 of 19

# **UNOFFICIAL COPY**

- (d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Illinois Act, apply to and be included in the:
  - (i) determination of the amount of Indebtedness at any time;
  - (ii) indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
  - (iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the hippois Act;
  - (iv) application of income in the hands of any receiver or mortgagee in possession; and (v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Illinois Act.

### 6. DEFAULT AND REMEDIES.

- 6.1 Remedies. At any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.
  - (a) Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.
  - (b) Mortgagee may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.
  - (c) Mortgagee, in person, by agent or by court appointed receiver, may enter, take possession of, manage and operate all or any part of the Frenerty, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; cotaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; and performing such acts of cultivation or irrigation at necessary to conserve the value of the Property. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computerreadable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph.
  - (d) Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any

1827019242 Page: 11 of 19

# **UNOFFICIAL COPY**

encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person.

- (e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.
- (f) Mortgagee may exercise the remedies contained in the Loan Documents or in any other instrument or agreement evidencing any of the Secured Obligations.
- part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secure of creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.
- (h) If any provision or his Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes Chapter 735, Section 5/15-1101 et seq. (the "Illinois Act"), the provisions of the Illinois Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Illinois Act.
- (i) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgagous permitted to have or exercise under the provisions of the Illinois Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Illinois Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Illinois act to the fullest extent permitted by law.
- (j) Without limiting the generality of the foregoing, all expenses in curred by Mortgagee, to the extent reimbursable, under Sections 5/15-1510, 5/15-1512, or any other provision of the Illinois Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.
- (k) Mortgagor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Property, (b) all rights of reinstatement, redemption, valuation, appraisement, homestead, moratorium, exemption, extension, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the liens hereby created, (c) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties, (d) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Loan Documents or any other Secured Obligations, and (e) any

1827019242 Page: 12 of 19<sup>4</sup>

# **UNOFFICIAL COPY**

rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of reinstatement or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness. Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Mortgage. shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein.

### 6.3 Application of Sale Proceeds and Rents.

- (a) Mortgagge shall apply the proceeds of any sale of the Property pursuant to this Section 6 in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled there to.
- (b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Mortgagee may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Mortgagee shall have no liability for any funds which it does not actually receive.

### 7. MISCELLANEOUS PROVISIONS

### 7.1 No Waiver or Cure.

- (a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or (allure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.
- (b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

1827019242 Page: 13 of 19

# **UNOFFICIAL COPY**

- (i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property;
- (ii) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Property;
- (iii) Mortgagee receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;
- (iv) Mortgagee makes a site visit, observes the Property and/or conducts tests thereon;
- (v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;
- (vi) Mortgagee or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.
- 7.2 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Nortgagee consents to a merger in writing.
- 7.3 <u>Joint and Several Liabilin</u>. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful reformance of all of Mortgagor's obligations under this Mortgage.
  - 7.4 Applicable Law. This Mortgage shall be governed by the laws of the State of Illinois.
- 7.5 <u>Successors in Interest</u>. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.
- 7.6 Interpretation. Whenever the context requires, all vords used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its provides and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to be form acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the grope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.
- 7.7 <u>Severability</u>. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.
- 7.8 Notices. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given below is the address for Mortgagee as secured party under the Uniform Commercial Code.

1827019242 Page: 14 of 19

# **UNOFFICIAL COPY**

Addresses for Notices to Mortgagor:

SPRINGVIEW INVESTMENTS II IL FOUR LLC

Attention: Harold I. Willig, Manager

1448 East 26<sup>th</sup> Street Brooklyn, New York 11210

Address for Notices to Mortgagee:

MALVERN BANK, National Association

42 East Lancaster Avenue Paoli, Pennsylvania 19301

7.9 <u>Business Loan.</u> Mortgagor stipulates, represents, warrants, affirms and agrees that each of the loans and other obligations secured hereby constitute a "business loan" within the meaning of the Illinois Compiled Statutes, Chapter 815, Sections 205/4(a) or (c), as amended.

7.10 <u>Waiver of Homestead</u>. Mortgagor hereby abandons and waives all claims of homestead on the Property and does hereby forever release and discharge the Property from any and all claims of homestead.

WAIVES, TO THE FULLEST EXICAT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORY OF OTHER THEORY). MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY) OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

1827019242 Page: 15 of 19

# **UNOFFICIAL COP**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage, to be effective as of the Effective Date.

MORTGAGOR:

SPRINGVIEW INVESTMENTS II IL FOUR LLC,

a Delaware limited liability company

Harold I. Willig, Manager

**ACKNOWLEDGMENT** 

STATE OF NEW YORKY

COUNTY OF NEW YORK

This Instrument was acknowledged before me on March 28, 2018, by HAROLD I. WILLIG as Manager of SPRINGVIEW INVESTMENTS II IL FOUF, LLC, a Delaware limited liability of papers.

Notary Public

(Seal)

SAUL RITTER

ary Public, State of New York

No. 01RI5087929

Qualified in Nassau County

Commission Expires November 10, 2021 174'S OFFICE

1827019242 Page: 16 of 19

# **UNOFFICIAL COPY**

### SCHEDULE I

PROPERTY NAME	CITY	STATE IL	ZIP/POSTAL CODE
PROPERTY MAPIL			
1220 Heather Hill Crest	Flossmoor	IL.	60422
1724 Heather Hill Crest	Flossmoor	and the second	<del></del>
1832 W 183rd Street	Homewood	energy and the second s	<del>6043</del> 0-
2(4r W 90th Street	Evergreen Park	T SHORESTON OF THE SHOR	
11621 S kituare Avenue	The second secon	and described the second secon	**************************************
3119 172ng street		and the second s	60429
17313 Kedzie Avenue	Hazel Crest	manufactura de la financia del financia del financia de la financi	
3631 Glynwood Lane	Puazel Crest	I	60429
3312 Hickory Lane	Hazel Cost	Same and the same	
181 <del>02 Orleans</del> Drive	Hazel Crest		59429
17713 Dogwood Lane	Hazel Crest	wan samman sammannan	60429
15125 Waterman Drive	South Holland	The same	60473
16040 Woodlawn W	South Holland	IL	60473
1036 E 170th Street	South Holland	egypaint telegopaint telegopai	66473
17156 Volbrecht Road	South Holland	<u>TŁ</u>	60 (73)
363 Calhoun Avenue	Calumet City		<del>- 60409</del>
448 Manistee Avenue	- Calumet City		60409
655 Hirsch Avenue	Calumet City		60409
17048 Bernadine Street	Lansing	IL_	60438
17513 Maple Street	Lansing		<del></del>
2746 178th Street	Lansing	IL	60438
18006 Glen Oak Avenue	Lansing	IL	60438
17842 Commercial	Lansing	IL	60438

827019242 Page: 17 of 19

# **UNOFFICIAL COPY**

2748 181st Street	Lansing	IL	60438
18310 Oakwood Avenue	Lansing	ΙL	60438
3417 Adams Street	Lansing	IL	60438
2816 189th Street	Lansing	IL_	60438
227 Greenbrier Lane	Richton Park	and the second s	60471
4520 a mington Avenue	Richton Park		
2581 200th Sr eet	Lynwood		50411
29 N Oak Lane	Glenwood		
130 N Cedar Lane	Glenwood		
35 S Sycamore Lane	Sic nwood	name of the same o	60425
126 N Pine Lane	Glenword	4 - Walliam Ton	60425
-6 N-Pine Lane-	Glenwood	e de la companya del companya de la companya de la companya del companya de la co	60425
	9/	7/	50425
		C	,
		(	9/4.
			15
,			

1827019242 Page: 18 of 19

# **UNOFFICIAL COPY**

### **EXHIBIT A**

### Legal Description

#### PARCEL 1:

For APN/Parcel ID(s): 30-30-314-033-0000 and 30-30-314-034-0000 For Tax Map ID(s): 30-30-314-033-0000 and 30-30-314-034-0000

COMMON ADDRESS: 2746 178TH STREET, LANSING, IL 60438

LOTS 16 AND 17 IN BLOCK 8, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND AD CINING SAID LOTS, IN TORRENCE SCHOOL ADDITION, BEING A SUBDIVISION OF THE SOUTH //2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2

For APN/Parcel ID(s): 30-31-102-048-0000, 30-31-102-049-0000 and 30-31-102-059-0000 For Tax Map ID(s): 30-31-102-0/8-0/00, 30-31-102-049-0000 and 30-31-102-059-0000

COMMON ADDRESS: 18006 GLEN OA (AVENUE, LANSING, IL 60438

LOT 34 (EXCEPT THE SOUTH 1/2 THEREOF) AND ALL OF LOTS 35 AND 36 IN BLOCK 4 IN OAK GLEN GARDENS ADDITION, BEING A SUBDIVISION OF CERTAIN LANDS IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNS IP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT-ON THE WEST LINE OF SAID SECTION WHICH POINT IS 330 FEET SOUTH OF THE NORTH WEST CORNER THEREOF; THENCE RUNNING SOUTH 0 DEGREES, 0 MINUTES EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1233.37 FEET, THENCE RUNNING SOUTH 89 DEGREES, 50 MINUTES EAST FOR A DISTANCE OF 256.8 FEET, THENCE RUNNING SOUTH 82 DEGREES, .04 MINUTES EAST FOR A DISTANCE OF 436.55 FEET, THENCE RUNNING NORTH 0 DEGREES, .03 MINUTES EAST FOR A DISTANCE OF 1550.8 FEET, THENCE RUNNING NORTH .89 DEGREES, 56 MINUTES, 30 SECONDS WEST FOR A DISTANCE OF 666.3 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 3

For APN/Parcel ID(s): 30-31-106-034-0000 For Tax Map ID(s): 30-31-106-034-0000

COMMON ADDRESS: 17842 COMMERCIAL AVENUE, LANSING, IL 60438

THE NORTH SIX (6) FEET OF LOT TWENTY-FIVE (25) AND LOT TWENTY-SIX (26) (EXCEPT THE NORTH 3 FEET THEREOF) IN BLOCK TWO (2) IN GREATER CALUMET ADDITION, BEING A SUBDIVISION IN THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1827019242 Page: 19 of 19

# UNOFFICIAL COPY

### **EXHIBIT A-CONTINUED** Legal Description

#### PARCEL 4

For APN/Parcel ID(s): 30-31-117-108-0000 For Tax Map ID(s): 30-31-117-108-0000

COMMON ADDRESS: 2748 181ST STREET, LANSING, IL 60438

THAT PART OF LOTS 14, 15, 16 AND 17 TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 14, 49 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOTS 14, 15 AND 16 TO A POINT 6 1/2 FEET NORTH OF THE SOUTH LINE OF SAID LOT 16, THENCE NOR THAT STERLY ON A DIAGONAL LINE TO A POINT IN THE WEST LINE OF SAID LOT 17, 20 1/2 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS 14, 15, 16 AND 17 TO THE PLACE OF BEGINNING IN BLOCK 7 IN GREATER CALUMET ADDITION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

#### PARCEL 5

For APN/Parcel ID(s): 30-31-409-004-0000 30-31-409-004-0000 For Tax Map ID(s):

COMMON ADDRESS: 18310 OAKWOOD AVENU'L, L'ANSING, IL 60438

LOT 4 IN THE SUBDIVISION OF LOT 1 IN BLOCK 1 OF RIDGE-WOOD GARDENS ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THE CHICAGO GRAND TRUNK RAILROAD RIGHT OF WAY AS LCCATED THROUGH SAID SECTION 31, 0/6/4/3 IN THE VILLAGE OF LANSING, ILLINOIS.

#### PARCEL 6

For APN/Parcel ID(s): 30-32-111-038-0000 30-32-111-038-0000 For Tax Map ID(s):

COMMON ADDRESS: 3417 ADAMS STREET, LANSING, IL 60438

ALL OF LOT 7, THE WEST 1/2 OF LOT 8 IN BLOCK 6 IN NORTH LANSING, A SUBJECTION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7

For APN/Parcel ID(s): 33-06-209-026-0000 33-06-209-026-0000 For Tax Map ID(s):

COMMON ADDRESS: 2816 189<sup>TH</sup> STEET, LANSING, IL 60438

LOT 232 IN OAKWOOD ESTATES UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6 AND PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, ALL IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 23, 1965 AS DOCUMENT LR 2200388, IN COOK COUNTY, ILLINOIS.