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Illinois Anti-Predatory  
Lending Database  
Program

40037774 1/2

Certificate of Exemption



**GIT**

Report Mortgage Fraud

844-768-1773

Doc#: 1905055108 Fee: \$84.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/19/2019 10:53 AM Pg: 1 of 19

The property identified as: **PIN: 28-03-204-006-0000**

**Address:**

**Street:** 13830 SOUTH PULASKI ROAD

**Street line 2:**

**City:** CRESTWOOD

**State:** IL

**ZIP Code:** 60445

**Lender:** FIRST MIDWEST BANK

**Borrower:** LUKE LAND, LLC

**Loan / Mortgage Amount:** \$15,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** 14ED2F3C-C095-4463-B9DB-B14E78B749C0

**Execution date:** 2/8/2019

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RECORDING REQUESTED BY:  
AND WHEN RECORDED RETURN TO:

Phillip Greiner  
Vice President, Commercial Banking  
First Midwest Bank  
10322 Indianapolis Boulevard  
Highland, Indiana 46322

THIS MORTGAGE WAS PREPARED  
BY:

Lori Jean, Esq.  
KRIEG DEVAULT LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, Indiana 46545

*This space reserved for Recorders use only.*

## REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage") is made effective as of February 8, 2019, by **LUKE LAND, LLC**, an Indiana limited liability company with a mailing address of 3592 North Hobart Road, Hobart, Indiana 46342 (hereinafter referred to as "Mortgagor") to **FIRST MIDWEST BANK**, an Illinois banking institution with a mailing address of 10322 Indianapolis Boulevard, Highland, Indiana 4322 (hereinafter, together with its successors and assigns, called "Mortgagee").

THIS INDENTURE WITNESSETH, that Mortgagor MORTGAGES AND WARRANTS TO Mortgagee the real estate located in Cook County, Illinois which is more particularly described in Exhibit "A", attached hereto and incorporated herein ("Real Estate"), hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of such State, together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging to or in any way appertaining to such Real Estate.

Also, Mortgagor mortgages and warrants all rents, issues, income and profits thereof, and all building and improvements now or hereafter situated on such Real Estate and all fixtures, appliances, apparatus, equipment or articles now or hereafter situated on or used in connection with such Real Estate and owned by Mortgagor including, but not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, window screens, awnings, storm sashes, doors and carpeting (which are or shall be attached to said building, structures or improvements), partitions, machinery, cranes, equipment, personal property of

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every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Real Estate, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of the Mortgagor in any such property or fixtures whether physically attached to the Real Estate or not, (hereinafter collectively referred to as the "Mortgaged Premises") and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such Mortgaged Premises by the Mortgagor, and owned by Mortgagor, its successors or assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such Mortgaged Premises, all to the use and benefit of Mortgagee, its successors and assigns, and Mortgagor transfers and grants to Mortgagee a security interest in all equipment and fixtures now or hereafter owned by Mortgagor and located upon the Mortgaged Premises (hereinafter collectively referred to as the "Chattel Property").

## MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Security. This indenture (hereinafter referred to as the "Mortgage") is given as security for the performance and observance of the covenants and agreements herein contained and contained in any other agreement executed by Mortgagor to Mortgagee in connection with the indebtedness secured hereby, including but not limited to the following:
  - (a) the Credit Agreement by and between Mortgagor and Mortgagee of even date herewith, the terms and conditions of each of which are incorporated herein by reference, and all other documents executed previously or of even date herewith by Mortgagor in favor of Mortgagee (hereinafter collectively referred to as "Security Documents");
  - (b) the payment when due of the principal and interest on the indebtedness evidenced by that certain Promissory Note executed by Mortgagor of even date herewith and payable to the order of Mortgagee in the original principal sum of \$15,000,000.00 and with a scheduled maturity on the tenth (10<sup>th</sup>) anniversary of the date hereof (the "Note"), with interest thereon at the rate and payable in the manner described in said Note, or as from time to time renewed, amended or extended, at the principal offices of Mortgagee at 10322 Indianapolis Boulevard, Highland, Indiana 46322, or at such other place as the holder of the Note may from time to time designate by notice in writing to Mortgagor; and
  - (c) the payment, performance and observance of all indebtedness, obligations, liabilities, guaranties and agreements of any kind of Mortgagor to Mortgagee, now existing or hereafter arising, direct or indirect (including without limitation any participation or interest of Mortgagee in obligations of Mortgagor to another), acquired outright, conditionally or as collateral security from another, absolute or contingent, joint or several, secured or unsecured, due or not, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, and of all agreements, documents and instruments evidencing any of the foregoing or under which any of the foregoing may have been issued, created, assumed or guaranteed; and
  - (d) any and all obligations of Mortgagor to Mortgagee or any affiliate of Mortgagee, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement

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(such obligations hereinabove described, along with all modifications, extensions, amendments, renewals and replacements thereof are collectively hereinafter referred to as the "Obligations"). For purposes of this Mortgage, "Rate Management Agreement" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Mortgagor and Mortgagee or any affiliate of Mortgagee, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

2. **Promise to Pay.** The Mortgagor agrees to pay, perform and observe the obligations, requirements and responsibilities as set forth in the Security Documents as provided therein, without relief from valuation and appraisal laws and with attorneys' fees.

3. **Title to Mortgaged Premises and Lien of Mortgage.** Mortgagor is the owner in fee simple of the Mortgaged Premises or such portion thereof, or such estate therein, as may be stated herein and has full power to mortgage the same; Mortgagor has good and valid title to the Chattel Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same; and the Mortgaged Premises are free and clear of any and all liens and encumbrances, except use restrictions of record, zoning ordinances, rights-of-way and easements of record, the lien of current taxes and assessments not delinquent and such lien or liens as may be permitted by the Security Documents of even date herewith. The lien of this Mortgage shall be superior to the rights of any lessee or lessees to all or any part of the Mortgaged Premises. Mortgagor will make any further assurances of title that Mortgagee may require and will warrant and defend the Mortgaged Premises and the Chattel Property against all lawful claims and demands whatsoever. This Mortgage creates a continuing lien to secure the full and final payment of the Security Documents and the performance of other obligations of Mortgagor under this Mortgage or any of the other Security Documents or agreements executed by Mortgagor in connection with the obligations secured hereby.

4. **Insurance.** Mortgagor shall procure and maintain in effect at all times such Fire, Extended Coverage, Vandalism, Malicious Mischief and other hazard insurance with respect to the Mortgaged Premises and the Chattel Property and public liability insurance with such insurance companies and in forms and amounts as are acceptable to and approved by Mortgagee against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property, including, without limiting the generality thereof, rents, loss insurance in an amount equal to one year of gross rental, and such flood, and/or earthquake insurance as may be reasonably required by Mortgagee. All insurance policies shall be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Mortgagee, and Mortgagor shall deliver to Mortgagee a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration.

All such policies of insurance shall contain waiver of subrogation clauses and shall have attached thereto the non-contributory New York Standard Mortgagee clause or its equivalent in favor of Mortgagee with cancellation only upon at least ten (10) days' prior written notice to Mortgagee. All amounts recoverable under any policy are hereby assigned to Mortgagee and, in the event of a loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee rather than to Mortgagee and Mortgagor

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jointly. In the event of damage or destruction to the Mortgaged Premises or the Chattel Property, Mortgagee shall receive the entire proceeds of any insurance payable, provided, however, so long as no uncured Event of Default (as defined in Section 17 hereof) exists and such damage or destruction can be repaired prior to the maturity of the indebtedness or other obligations evidenced by the Security Documents, such proceeds shall, at the option of Mortgagor, be available to restore the Mortgaged Premises or Chattel Property to the same condition as existed immediately prior to such casualty. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises or Chattel Property unless the Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such insurance proceeds to restoration of the Mortgage Premises or Chattel Property and such insurance proceeds exceed the total costs of restoration, such excess proceeds shall be retained by Mortgagee and applied to reduce the then outstanding Obligations.

The Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Premises or any part thereof without first causing such increased risk to be fully and adequately covered by insurance. Insurance as above-described shall also be obtained on all fixtures and personal property used by Mortgagor in connection with the Real Estate to the extent that the value thereof is not otherwise included in the insurance on the Mortgaged Premises. In the event of foreclosure of this Mortgage, or other transfer of title of the Mortgaged Premises in extinguishment of the Obligations, all right, title and interest of the Mortgagor, in and to any insurance policies then in force, shall pass to the purchaser or grantee of the Mortgaged Premises.

In the event that, prior to the extinguishment of the Obligations, there shall exist any claim by Mortgagor under any hazard insurance policies which shall not have been paid and distributed in accordance with the terms of this Mortgage, and any such claims shall be paid after the extinguishment of the Obligations, and the foreclosure of this Mortgage, transfer of title to the Mortgaged Premises, or extinguishment of the Obligations shall have resulted in extinguishment of the Obligations for an amount less than the total of the unpaid principal balance together with accrued interest plus costs of litigation, attorneys' fees, title insurance and all other costs and expenses incurred by Mortgagee in any action involving such extinguishment, then without limitation, that portion of the payment in satisfaction of the claim which is equal to the difference between the total amount of the aforementioned amounts due Mortgagee and the amount in extinguishment of the Obligations received by Mortgagee shall belong to and be the property of the Mortgagee and shall be paid to said Mortgagee, and the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee all of the Mortgagor's right, title, and interest in and to said sum. The balance, if any, shall belong to Mortgagor. Notwithstanding the above Mortgagor shall retain an interest in the insurance policies above-described during any redemption period.

5. **Taxes.** Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Mortgaged Premises or the Chattel Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, except such as are being contested by appropriate proceedings and for which an adequate reserve is maintained, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Mortgagee such evidence of the timely payment of such taxes, assessments, and charges as Mortgagee may require, and Mortgagor will also pay all taxes, assessments or charges which may be levied on this Mortgage or the Note secured hereby, excepting any state or federal income taxes or state intangibles taxes. In default thereof, Mortgagee may pay such taxes, assessments and other similar charges, of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence, and all sums so paid shall bear interest at the rate set forth in the Note, shall be payable on demand and shall be fully secured by this Mortgage and the Security Documents.

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6. **Care of Mortgaged Premises.** Mortgagor will keep the Mortgaged Premises and the Chattel Property in good order, repair and condition at all times and will not commit waste or allow waste to be committed against the Mortgaged Premises or the Chattel Property. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and will not commit or allow any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) constituting a part of the Mortgaged Premises and the Chattel Property without the prior written consent of Mortgagee. Mortgagee shall at reasonable times during normal business hours have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder.

7. **Advancements to Protect Security.** If Mortgagor shall neglect or refuse to keep the Mortgaged Premises or the Chattel Property in good repair, to maintain and to pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments, and charges of every nature assessed against Mortgagor, the Mortgaged Premises, or the Chattel Property, so as to protect and preserve the security intended by this Mortgage, all as provided for under the terms of this Mortgage, or to pay all liens and encumbrances when due, whether such liens or encumbrances are permitted by Mortgagee or not, or if Mortgagor shall permit any lien or encumbrance on the Mortgaged Premises or Chattel Property to be in default, Mortgagee may, at its option, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, or charges and pay such liens and encumbrances and cure such defaults thereunder. Any amounts paid as a result thereof, together with interest at the per annum rate equal to the default rate of interest under the Note from the date of payment, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the Obligations evidenced by the Security Documents and the same may be collected by Mortgagee in any suit hereon or upon the Security Documents, or Mortgagee, by payment of any tax, assessment or charge, may, at its discretion, be subrogated to the rights of the governmental subdivision levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default hereunder or impair any rights or remedy of Mortgagee, and the exercise by Mortgagee of the right to make advances shall be optional with Mortgagee and not obligatory and Mortgagee shall not in any case be liable to Mortgagor for a failure to exercise any such right. To the extent permitted by law, any and all such advances shall, without exception, be superior and prior to any other claims against the Mortgaged Premises unless such claimant shall have provided to Mortgagee written notice at least ten (10) business days prior to such advancement by Mortgagee of such claimant's intent that its claim or claims shall be superior to the claims of Mortgagee with respect to Mortgagee's future advances.

8. **Condemnation.** All awards made by any public or quasi-public authority for damages to the Mortgaged Premises by virtue of an exercise of the right or threat of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Premises, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the Obligations secured by or payable under this Mortgage from the authorities making the same and to give proper receipts and acquittances therefor; provided, however, as long as no uncured Event of Default exists and the portion of the Mortgaged Premises condemned may be replaced or restored to a condition satisfactory to Mortgagee prior to the maturity of the Note, such condemnation proceeds shall, at the option of Mortgagor, be available to restore the Mortgaged Premises to the same condition as existed immediately prior to such condemnation proceeding. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises unless the Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such condemnation proceeds to the restoration of the Mortgaged Premises and such condemnation proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and

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applied to reduce the then-outstanding Obligations. Mortgagee is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of Mortgagee's interest and, with consent and joinder of Mortgagor, to make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Mortgagee, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all proceeds from such awards to Mortgagee free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever.

## 9. Covenant Against Sale, Other Liens and Other Security Interests and Violation of Laws.

A. Mortgagor covenants and agrees not to sell or transfer all or any part of the legal or equitable title or ownership of the Mortgaged Premises in any manner without the prior written consent of Mortgagee, which consent may be withheld with or without cause. In the event of any such sale or transfer of all or any part of the Mortgaged Premises to which Mortgagee has consented, Mortgagee shall partially release this Mortgage as to the part of the Mortgaged Premises sold provided that Mortgagor pays over to Mortgagee one hundred percent (100%) of the proceeds from such sale or transfer and provided further that such proceeds shall be at least ninety-five percent (95%) of the appraised value of such part of the Mortgaged Premises as set forth on Exhibit "B" attached hereto.

In the event of any such sale or transfer of all or any part of the Mortgaged Premises to which Mortgagee has not consented, the purchaser or transferee shall be deemed to have assumed and agreed to pay the indebtedness and Obligations owing Mortgagee hereunder, whether or not an instrument evidencing such sale or transfer expressly so provides, and Mortgagee may deal with such new owner or owners with reference to the debt secured hereby in the same manner as if the new purchaser or transferee were Mortgagor; provided, however, that no such dealings shall in any way discharge Mortgagor's liability hereunder or upon the Obligations.

B. Mortgagor hereby covenants that no lien of any mechanics or materialmen has attached, or may validly attach, to the Mortgaged Premises or any part thereof except such as are being contested by appropriate proceedings; that Mortgagor will pay all sums when due which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage (except such as are being contested by appropriate proceedings), or which may result in conferring upon a tenant of any part of the Mortgaged Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation; that Mortgagor will not use the Mortgaged Premises for any purpose which violates any federal or state law, governmental regulation or local ordinance; and, that Mortgagor will not grant any other lien or security interest on any part of the Mortgaged Premises or Chattel Property without full disclosure to and prior written consent by Mortgagee. Mortgagor shall not acquire any equipment or fixtures covered by this Mortgage or the Security Documents subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage or the Security Documents without the prior written consent of the Mortgagee.

C. Mortgagor covenants and agrees that in the ownership, operation, and management of the Mortgaged Premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning and building codes, environmental protection and equal employment opportunity statutes, ordinances, regulations, orders, and restrictions. Mortgagor represents and covenants that it and any tenant of space in the Mortgaged Premises will not generate, store, handle, or otherwise deal with hazardous substances on the Mortgaged Premises which conduct shall violate any applicable laws, statutes, rules or regulations,

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both federal and local.

D. Mortgagor covenants and agrees that Mortgagor will not grant, consent to, or allow to remain unpaid any liens, encumbrances, judgments, taxes or other claims against the Mortgaged Premises, whether prior or subordinate to the rights of Mortgagee, without the prior written consent of Mortgagee.

10. **Hazardous Waste.** The Mortgagor covenants, represents and warrants to the Mortgagee that (a) the Mortgagor has not used Hazardous Materials (as defined below) on, from or affecting the Mortgaged Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Mortgaged Premises or any existing or prior tenant or occupant has used Hazardous Materials on, from, or affecting the Mortgaged Premises in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials; (b) the Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state, or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials at the Mortgaged Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Mortgaged Premises; (c) Mortgagor shall keep or cause the Mortgaged Premises to be kept free of Hazardous Materials, except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state, and local laws and regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Mortgaged Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant, or occupant, a release, spill, leak or emission of Hazardous Materials onto the Mortgaged Premises, or onto any other contiguous property; (d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Mortgaged Premises as required by all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagee, and, in accordance with the orders and directives of all federal, state, and local governmental authorities. If the Mortgagor fails to conduct an environmental audit required by the Mortgagee, then the Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit.

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify, and hold harmless the Mortgagee, its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any Hazardous Materials on, over, under, from, or affecting the Mortgaged Premises or the soil, water, vegetation, buildings, personal property, persons, or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Mortgaged Premises, (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials with respect to the Mortgaged Premises, and/or (d) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used in the Mortgaged Premises. The indemnity obligations under this paragraph are specifically limited as follows:



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(i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Mortgaged Premises or any part of the Mortgaged Premises subsequent to the date that the Mortgagor's interest in and possession of the Mortgaged Premises or such affected part of the Mortgaged Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure;

(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Mortgaged Premises or any part of the Mortgaged Premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Mortgaged Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state, and local laws, ordinances, rules or regulations affecting the Mortgaged Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule, or regulation.

The provisions of this Section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the indebtedness listed in the Mortgage, any Security Documents, and in common law, and shall survive (a) the extinguishment of the Obligations, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any Security Documents, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this Section shall only apply to an action commenced against any owner or operator of the Mortgaged Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

**11. Escrow Deposits.** Upon an Event of Default under this Mortgage, at the sole option of Mortgagee, Mortgagor will pay to Mortgagee, on dates upon which interest is payable, such amounts as Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least thirty (30) days before the same become due all rental payments, real property taxes, personal property taxes, assessments, liens, and charges on or against the Mortgaged Premises and the Chattel Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Payments from such reserve fund for such purposes may be made by Mortgagee at its discretion and any deficiency in said fund shall be immediately due and payable to Mortgagee by Mortgagor. Such payments shall not be, nor deemed to be, trust funds but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Mortgagor shall furnish Mortgagee with all bills, statements and invoices with respect to such taxes, insurance premiums and other items for the payment of which the escrow is created, at least ten (10) days prior to the due date thereof. Upon an Event of Default under this Mortgage or the Security Documents, any part or all of said reserve fund may be applied to the Obligations and, in refunding any part of said reserve fund, Mortgagee may deal with any person or party represented to be the owner of the Mortgaged Premises at that time.

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12. **Assignment of Leases, Rents, and Rights.** Mortgagor assigns and transfers to Mortgagee all of the rents and revenues of the Mortgaged Premises, including those now due, or to become due by virtue of any lease or other agreement for the occupancy, use, sale, or purchase of all or any part of the Mortgaged Premises, regardless of to whom the rents and revenues of the Mortgaged Premises shall be payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant and/or purchaser of all or any part of the Mortgaged Premises to pay such rents and other funds to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of an uncured Event of Default hereunder, Mortgagor may collect and receive all rents and revenues of the Mortgaged Premises. Mortgagee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the leases or other rental agreements by reason of this assignment, and Mortgagor shall and does hereby agree to indemnify Mortgagee for and to hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the leases or rental agreements or under or by reason of this assignment of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the subject leases or rental agreements. Mortgagee shall not be deemed a mortgagee-in-possession by virtue of collection of rents by the Mortgagee.

Mortgagor hereby collaterally assigns to Mortgagee, as further security for repayment of indebtedness and performance of the obligations secured hereby, all of its rights, title, and interests in and to any and all licenses, permits, agreements, and/or contracts pertaining to the Mortgaged Premises, provided that such assignment shall not be construed as a consent by Mortgagee to any license, permit, agreement, or contract so assigned or impose upon Mortgagee any obligations with respect thereto. Except for dealings in the ordinary course of business which are in the best interests of both Mortgagor and Mortgagee, Mortgagor will not cancel any of such licenses, permits, agreements, or contracts, or accept surrender thereof or any modification thereof without first obtaining, on each occasion, the prior written consent of Mortgagee. Unless and until Mortgagee shall have exercised its rights as assignee pursuant to this section, Mortgagor will perform all of its obligations under all of the licenses, permits, agreements, and contracts pertaining to the Mortgaged Premises. The collateral assignment set forth herein shall include any and all licenses, permits, agreements, and/or contracts which shall be obtained by Mortgagor on and after the date hereof, without exception.

13. **Subrogation.** If the proceeds of the indebtedness secured hereby, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly, or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said Mortgaged Premises or any part thereof, then the Mortgagee shall be subrogated to the rights of the holder of such lien or encumbrance, although such lien or encumbrance may have been released of record.

14. **Security Interest.** For purposes of this section, the "Debtor" and the "Mortgagor" shall be deemed to be the same party, and the "Secured Party" and "Mortgagee" shall be deemed to be the same party. Debtor hereby grants and transfers to Secured Party a security interest in all equipment, appliances, improvements, furniture which shall currently constitute or hereafter become fixtures, other tangible personal property now owned or hereafter acquired by Debtor and attached to, located on, or forming a part of, or used in connection with, the Real Estate, all property of like kind or type acquired by Debtor in substitution or replacement thereof including all after-acquired property, replacements, and proceeds thereof; all rents, royalties, income, security deposits, funds, proceeds, and/or profits received or receivable by Debtor from all leases, rental agreements, occupancies of the Real Estate, accounts, contract rights, and general intangibles, and the proceeds thereof associated with the Real Estate and Mortgaged Premises (all being hereinafter collectively referred to as the "Chattel Property"), to secure the payment of

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the Obligations and any extensions or renewals thereof and any other obligations of Debtor to Secured Party, whether indirect, absolute, or contingent, now existing or hereafter arising, all of which Debtor agrees to pay without relief from valuation or appraisal laws and with all attorneys' fees which shall be incurred by Secured Party in connection with the enforcement of this Mortgage; and the payment of any and all future advances that may be made by Secured Party to Debtor during the term of this Mortgage shall likewise be secured by the Chattel Property, equally with and to the same extent as monies originally advanced under this Mortgage and the Security Documents. Debtor now has or will acquire clear and unencumbered title to the Chattel Property now in its possession or to be acquired and, except for the Security Interest granted herein, Debtor will at all times keep the Chattel Property free from any adverse lien, security interest, or encumbrance. The security interest hereby granted shall continue until full performance by the Debtor of all conditions and obligations of the Security Documents and this Mortgage. Debtor shall be entitled to possession of the Chattel Property until default, but shall use the Chattel Property in a careful and prudent manner, maintain the Chattel Property in good repair, pay all taxes and other charges thereon when due, and defend the Chattel Property at all times against any claims during the term of this Mortgage. Except for removal to repair the Chattel Property, Debtor shall not permit any tangible personal property to be removed from the Mortgaged Premises without the prior written consent of Secured Party.

Upon an Event of Default, Mortgagee, at its option and without notice or demand, shall be entitled to enter upon the Mortgaged Premises to take immediate possession of the Chattel Property or to render the same unusable. Upon request, Mortgagor shall assemble and make the Chattel Property available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Upon repossession, Mortgagee may propose to retain the Chattel Property in partial satisfaction of the indebtedness of Mortgagor secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code as adopted in Illinois or any other applicable statute. In the further event that Mortgagee shall dispose of any or all of the Chattel Property after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling, and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Mortgagee, and (c) to the satisfaction of the indebtedness secured hereby. Mortgagor agrees to release and hold harmless Mortgagee from any and all claims arising out of the repossession of the Chattel Property. Mortgagor hereby authorizes Mortgagee to execute and file financing statements signed only by a representative of Mortgagee covering the security interest of Mortgagee in the Chattel Property.

**15. Expenses of Mortgagee.** Mortgagor hereby indemnifies Mortgagee and agrees to save it harmless from any and all loss, damage, or expense, including attorneys' fees, resulting from or arising out of the breach by Mortgagor of the terms and conditions of this Mortgage and the same is made a part of the Obligations. All sums paid by Mortgagee, including attorneys' fees, to cure default by Mortgagor hereunder, for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which Mortgagee is made a party by reason of this Mortgage or the Security Documents, or in which it becomes necessary to defend or uphold the lien of this Mortgage or the Security Documents, shall be paid by Mortgagor to Mortgagee, together with interest thereon from date of payment at a per annum rate equal to the default rate of interest under the Note, and any such sums and interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

**16. Change of Laws.** In the event of the enactment after the date hereof of any law of the State in which the Mortgaged Premises are located imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments for charges and liens herein required to be paid by Mortgagor, or the passing or creation of any law deducting from the value of the Mortgaged Premises any lien thereon

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for the purpose of taxation of Mortgagee, or changing in any way the laws now in force for the taxation of mortgages, or the Obligations, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the Obligations, then in such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if it is unlawful for Mortgagor to make such payment, or the making of such payment would impose a rate of interest beyond the maximum permitted by law, then and in such event, such payments by Mortgagor shall be delayed until the earliest interest payment dates under the Note on which the receipt thereof would be permissible under the laws applicable to Mortgagee limiting rates of interest which may be charged or collected by Mortgagee.

17. **Events of Default.** The occurrence of any one or more of the following events shall be deemed to be an "Event of Default" under this Mortgage:

- (a) Failure to pay the Note according to its terms within ten (10) days of when due;
- (b) Breach of any covenant, representation, term, provision, condition, or agreement contained in this Mortgage or any of the Security Documents or any other writing executed by Mortgagor in connection with the Obligations, which breach is not cured by within thirty (30) days following issuance of written notice by Mortgagee to Mortgagor;
- (c) The filing by Mortgagor of a petition in voluntary bankruptcy or under any Chapter of the Federal Bankruptcy Code or other similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or failure to obtain a vacation or stay of involuntary bankruptcy or insolvency proceedings within sixty (60) days;
- (d) The adjudication of Mortgagor as bankrupt or the appointment of a trustee or receiver for Mortgagor or for all or substantially all of its property in any involuntary proceeding, or the taking of jurisdiction by any court over the property of Mortgagor or of substantially all thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor and the failure to discharge such trustee or receiver or relinquish such jurisdiction or vacate or stay on appeal or otherwise stay such proceedings within sixty (60) days;
- (e) The making by Mortgagor of an assignment for the benefit of creditors or the admitting by Mortgagor in writing of its inability to pay its debts generally as they become due, or the consent by Mortgagor to the appointment of a receiver or trustee or liquidator of all of its properties or substantially all thereof;
- (f) Default, including foreclosure and/or sale of the Chattel Property under any other obligations secured by all or any part of the Mortgaged Premises or Chattel Property, whether or not such obligation has been consented to by Mortgagee prior to such default;
- (g) Abandonment of the Mortgaged Premises by Mortgagor; and/or
- (h) The occurrence of any Event of Default as defined in the Credit Agreement.

18. **Remedies Upon Default.** In the event of the occurrence of one or more of the above Events of Default, Mortgagee may, in its sole discretion,

- (a) Withhold any and all further disbursement of loan proceeds, if any, and declare all of the

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Obligations secured hereby to be immediately due and payable, without notice or demand; and/or

- (b) Foreclose this Mortgage without relief under valuation and appraisal laws; and/or,
- (c) Apply for and be entitled to the appointment of a receiver, to the extent permitted by law, and such receiver is hereby authorized to take possession of the Mortgaged Premises, collect any rental, accrued, or to accrue, whether in money or in kind, for the use of occupancy of said Mortgaged Premises by any persons, firm or corporation, and may let or lease the Mortgaged Premises or any part thereof, receive the rents, income and profits therefrom, and to hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in the proceedings pursuant to which the receiver shall have been appointed, and during any period allowed by law for the redemption from any sale ordered in foreclosure proceedings, and said receiver may be appointed irrespective of the value of the Mortgaged Premises or its adequacy to secure or discharge the Obligations due or to become due or the solvency of the Mortgagor; and/or,
- (d) Take possession of and hold the Mortgaged Premises with or without process of law, and collect the rents and profits therefrom, applying same to the charges and payments due under the conditions of this Mortgage so long as such Event of Default shall continue, which such taking of possession shall in no way waive the right of Mortgagee to exercise the other remedies set forth herein because of an Event of Default.

In the event Mortgagee elects one or more of the above remedies upon an Event of Default, Mortgagor agrees to pay all of the costs and expenses of Mortgagee incurred in pursuance of such remedy or remedies, including without limiting the generality thereof, attorneys' fees, all costs of collection, late payment penalties, abstracts of title or title insurance, hazard insurance on the Mortgaged Premises and Chattel Property, real property taxes on the Mortgaged Premises and personal property taxes on the Chattel Property which are paid or incurred by Mortgagee, repairs, maintenance and replacements of the Mortgaged Premises and Chattel Property which are paid or incurred by Mortgagee, repairs, maintenance, and replacements of the Mortgaged Premises which are paid, advanced or incurred by Mortgagee, payments by Mortgagee to holders of liens or encumbrances on the Mortgaged Premises and/or Chattel Property which are then due and payable, and interest commencing with the date of default, calculated at the default rate set forth in the Note, compounded monthly, on the sum of the above costs and expenses plus the unpaid principal balance of the Obligations, and interest unpaid prior to the date of default, which shall become a part of the Obligations and collectible as such; and, in the event of the foreclosure of this Mortgage, the abstracts of title or title insurance policies and the policies of hazard insurance shall become the absolute property of the Mortgagee.

In the event the Mortgaged Premises and/or Chattel Property shall be sold under foreclosure and the proceeds together with the rents, issues, income and profits collected by Mortgagee shall be insufficient to pay the total Obligations, the Mortgagee shall be entitled to a deficiency judgment against the Mortgagor.

**19. Non-waiver of Default.** No failure by Mortgagee in the exercise of any of its rights under this Mortgage shall preclude Mortgagee from the exercise thereof in the event of subsequent default by Mortgagor hereunder, and no delay by Mortgagee in the exercise of its rights under this Mortgage shall preclude Mortgagee from the exercise thereof so long as Mortgagor is in default hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

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20. **Modification of Indebtedness and Release of Collateral.** Mortgagee at its option may extend the time for the payment of the Obligations or reduce the payments thereon or accept a renewal note therefor or release all or part of the Mortgaged Premises and Chattel Property without the consent of any junior lienholder or the Mortgagor if Mortgagor has then parted with title to said Mortgaged Premises and no sale of the Mortgaged Premises or forbearance on the part of the Mortgagee or its assigns, or extension of the time for the payment of the Obligations secured by this Mortgage or reduction in payments, or acceptance of renewals or release of all or part of the Mortgaged Premises and Chattel Property, shall affect the priority of this Mortgage or Security Documents or the security hereof or shall operate to release, modify, change, or affect the original liability of the Mortgagor herein or a subsequent mortgagor, surety or guarantor, either in whole or in part, nor shall the full force and effect of the security of this Mortgage and Security Documents be altered thereby.

21. **Fixture Filing.** From the date of its recording, this Mortgage (as provided in 810 ILCS 5/9-402) shall be effective as a financing statement with respect to all goods constituting part of the Mortgaged Premises which are or are to become fixtures related to the Real Estate described herein. This document covers goods which are or are to become fixtures. The Real Estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto, the record owner of which is the Mortgagor.

FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING CONTAINED IN THIS MORTGAGE THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: First Midwest Bank  
10322 Indianapolis Boulevard  
Highland, Indiana 46322

DEBTOR: Luke Land, LLC  
3592 North Hobart Road  
Hobart, Indiana 46342

22. **Rights of Successors.** The covenants herein contained shall bind, and, subject to the restrictions on transfer, sale, assignment, conveyance, etc. of the rights, interests, powers, and privileges of Mortgagor which are set forth herein and in the Security Documents, the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

23. **Applicable Law.** This Mortgage is executed under and shall be construed in accordance with the laws of the State of Illinois.

24. **Time is of the Essence.** Time shall be of the essence in Mortgagor's performance of its obligations under this Mortgage, and all other Security Documents.

25. **Attorneys' Fees; Approvals.** Whenever this Mortgage provides for the collection or reimbursement from Mortgagor of attorneys' fees incurred by Mortgagee in enforcing its remedies under this Mortgage or otherwise, such recovery shall be limited to reasonable attorneys' fees incurred under the circumstances. Whenever the consent of Mortgagor is required under this Mortgage, such consent shall not be unreasonably withheld.

26. **Future Advances.** The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Note, Security Documents or otherwise, made by Mortgagee after this Mortgage is delivered to the appropriate

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county recorder's office for record to the extent that the total unpaid principal constituting a portion of the Obligations which may be outstanding at any time, exclusive of interest thereon, is \$30,000,000.00, provided that this Mortgage will also secure unpaid balances of advances made for the payment of taxes, assessments, insurance, costs, attorney's fees or other reimbursable expenses incurred or advanced for the protection of the Mortgaged Premises. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances and other Obligations.

27. **Interpretation.** In the event this Mortgage is executed by more than one person, firm or corporation, the liability of the undersigned "Mortgagor" hereunder shall be joint and several. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Descriptive headings are for convenience only and shall be deemed to not affect the meaning of or construction of any provision hereof. Any reference to the ordinary course of Mortgagor's business contained herein shall mean the business of using and leasing the Mortgaged Premises.

28. **Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

29. **Illinois Collateral Protection Act Disclosure.** Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required under the Security Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect its interests in the collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Security Documents. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

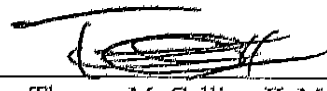
*[Remainder of page left intentionally blank]*

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## [SIGNATURE PAGE - ILLINOIS MORTGAGE]

IN WITNESS WHEREOF, the undersigned has executed this Mortgage effective as of the date and year first written above.

**LUKE LAND, LLC,**  
an Indiana limited liability company

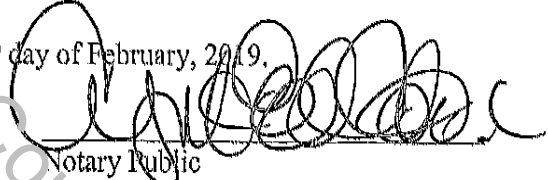
By:   
Thomas M. Collins, II, Manager

STATE OF INDIANA             )  
  ) SS:  
COUNTY OF   Cook   )

Before me, a Notary Public in and for said County and State, personally appeared Thomas M. Collins, II, the Manager of Luke Land, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such limited liability company as such authorized agent and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal, this 8<sup>th</sup> day of February, 2019.



  
Notary Public

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

- Exhibit A:       Legal Description of the Real Estate
- Exhibit B:       Appraised Value of the Real Estate



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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE CENTER LINE OF MIDLOTHIAN TURNPIKE THAT LIES EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY.

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY I-294, AS WIDENED PER CONDEMNATION CASE NO. 58S8539, WITH THE SOUTHERLY LINE OF MIDLOTHIAN TURNPIKE, SAID SOUTHERLY LINE BEING A LINE 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID MIDLOTHIAN TURNPIKE; THENCE NORTH 73 DEGREES 28 MINUTES 48 SECONDS EAST 66.00 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 18 DEGREES 10 MINUTES 39 SECONDS EAST 32.00 FEET; THENCE NORTH 70 DEGREES 49 MINUTES 21 SECONDS WEST 65.96 FEET TO SAID EASTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY I-294; THENCE NORTHWESTERLY 33.28 FEET ALONG SAID EASTERLY LINE, BEING THE ARC OF A CIRCLE OF 5584.58 FEET RADIUS CONCAVE TO THE NORTHEAST AND WHOSE CHORD BEARS NORTH 19 DEGREES 10 MINUTES 15 SECONDS WEST, TO A POINT; THENCE NORTH 18 DEGREES 26 MINUTES 41 SECONDS WEST 1.78 FEET, TO HEREIN DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING THAT PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST ¼ SAID POINT BEING 50 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST ¼; THENCE NORTH 89 DEGREES 33 MINUTES 42 SECONDS WEST 53.60 FEET ALONG SAID SOUTH LINE, TO THE EASTERLY LINE OF ILLINOIS STATE TOLL HIGHWAY I-294, AS WIDENED PER CONDEMNATION CASE NO. 58S8539; THENCE NORTHWESTERLY 23.67 FEET ALONG SAID EASTERLY LINE, BEING THE ARC OF A CIRCLE OF 5584.58 FEET RADIUS CONCAVE TO THE NORTHEAST AND WHOSE CHORD BEARS NORTH 23 DEGREES 48 MINUTES 50 SECONDS WEST; THENCE NORTH 66 DEGREES 08 MINUTES 36 SECONDS EAST 69.08 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE AND 50 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST ¼; THENCE SOUTH 0 DEGREES 01 MINUTES 25 SECONDS WEST 50.00 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, AND ALSO, THAT PART OF LOT 1 LYING EAST OF THE EASTERLY LINE OF ILLINOIS STATE TOLL HIGHWAY I-294 AS WIDENED PER CONDEMNATION CASE NO. 58S8539 AND LYING WEST OF THE EAST 17 FEET OF SAID LOT 1 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS SUBDIVISION IN SAID SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND EXCEPTING THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 3 AFORESAID, LYING SOUTHERLY OF THE CENTER LINE OF THE MIDLOTHIAN TURNPIKE, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 3; THENCE SOUTH 88 DEGREES 16 MINUTES 32 SECONDS WEST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE ILLINOIS COORDINATE SYSTEM OF 1983, EAST ZONE), 68.69 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST ¼; THENCE NORTH 26

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DEGREES 11 MINUTES 26 SECONDS WEST, 38.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 57 MINUTES 59 SECONDS WEST, 32.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE TRI-STATE TOLLWAY; THENCE NORTHWESTERLY 429.08 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5584.58 FEET AND A CHORD BEARING NORTH 22 DEGREES 53 MINUTES 45 SECONDS WEST, 428.97 FEET; THENCE NORTH 68 DEGREES 33 MINUTES 45 SECONDS EAST, 45.07 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 17 SECONDS EAST, 403.61 FEET; THENCE SOUTH 26 DEGREES 11 MINUTES 26 SECONDS EAST, 22.68 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 28-03-204-006

Commonly known as: 13830 South Pulaski Road, Crestwood, Illinois 60445

Property of Cook County Clerk's Office

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EXHIBIT B

APPRAISED VALUE

PROPERTY ADDRESS	STORE NUMBER	APPRAISED VALUE
13830 S. Pulaski Road, Crestwood, IL, 60445	280	\$1,750,000.00

Property of Cook County Clerk's Office