

# UNOFFICIAL COPY

Doc#: 1905055109 Fee: \$72.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/19/2019 10:53 AM Pg: 1 of 13

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

THIS ASSIGNMENT OF LEASES  
AND RENTS WAS PREPARED BY:

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

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**GIT**

*This space reserved for Recorders use only.*

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made and delivered as of the 8<sup>th</sup> day of February, 2019 by **LUKE LAND, LLC**, an Indiana limited liability company ("Assignor"), to and for the benefit of **FIRST MIDWEST BANK**, an Illinois banking institution, its successors and assigns ("Assignee").

### RECITALS:

A. The Assignor hereunder is the owner in fee simple of the real property situated in Cook County, Illinois as more particularly described in Exhibit A, which is attached hereto and incorporated herein, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, boilers, incinerators and building materials of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, attached floor coverings, furniture, antennas, signs, trees and plants; all of which, including improvements, replacements and additions thereto, will be deemed to be and remain a part of the real property covered by this Assignment, whether actually physically annexed to said property

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or not (all of the foregoing, together with said property are collectively herein referred to as the "Mortgaged Premises").

B. Assignor wishes to secure to Assignee:

(1) the indebtedness in the maximum aggregate principal amount of \$15,000,000.00, which indebtedness is evidenced by a Promissory Note in the principal amount of \$15,000,000.00 (collectively with all allonges, amendments, modifications, extensions, renewals and replacements thereof, the "Note"), drawn by Assignor to the order of Assignee, with interest thereon, and all amendments, renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof and substitutions therefor;

(2) payment and performance of all matters to be paid and performed under or with respect to that certain Credit Agreement of even date herewith executed by Assignor and Assignee (collectively with all amendments, modifications, extensions, renewals and replacements thereof, the "Credit Agreement");

(3) the payment of all amounts otherwise payable by Assignor under or with respect to the other Loan Documents (as defined in the Credit Agreement), and all amendments, renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof and substitutions therefor;

(4) the repayment of any future advances, with interest thereon, made by Assignee to Assignor, whether made as an obligation, made at the option of Assignee, made after a reduction to a zero (0) or other balance, or made otherwise;

(5) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Assignment;

(6) the performance of the covenants and agreements of Assignor herein contained;

(7) the performance of the covenants and agreements under the Credit Agreement and/or any of the other Loan Documents to be performed by Assignor; and

(8) all other liabilities of Assignor in favor of the Assignee, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising

(collectively, the "Obligations"). In addition to and not in limitation of the foregoing, the "Obligations" will also include all loans, advances, debts, liabilities, obligations, covenants and duties owing by any one or more of the entities constituting Assignor to Assignee of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing

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of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to Assignor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest rate swap, collar, cap, floor, swap option, or other interest rate protection or similar agreement, or (vi) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise), or out of the return unpaid of, or other failure of Assignee to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of Assignee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of Assignee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

Assignor has and hereby promises to pay the said aggregate amounts, together with interest thereon, from the times and at the rates set forth therein, in installments or otherwise as therein provided at the office of Assignee, or at such other place as may be designated in writing by the legal holder or holders thereof, the respective entire balances of principal and interest thereunder being due as provided therein.

C. As a condition precedent to Assignee extending any financial accommodation to Assignor, whether under the Note, the Credit Agreement, and/or any of the other Loan Documents, Assignee has requested that Assignor execute and deliver this Assignment to Assignee, and any financial accommodation made by Assignee to Assignor with respect to the Note or the other Loan Documents are and will be in reliance upon this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the Mortgaged Premises, which Assignor may have heretofore received an assignment of, made or agreed to make, or may hereafter receive an assignment of, make or agree to make, or which may be made or agreed to by Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "Leases"), relating to the Mortgaged Premises including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due

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under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases. Any capitalized terms used in this Assignment but not defined herein will have the same meanings ascribed to them as in the Credit Agreement.

2. Collateral Security. This Assignment is made and given as collateral security for, and will secure all of the Obligations, including but not limited to the performance of all obligations, covenants, promises and agreements contained herein and in the other Loan Documents, including but not limited to the Credit Agreement, and any and all obligations intended to be secured thereby, and the payment of all expenses and charges, legal or otherwise, paid or incurred by Assignee in realizing upon or protecting the indebtedness constituting the Obligations or any security therefor, including but not limited to this Assignment.

3. Grant of Power of Attorney. Assignor hereby irrevocably constitutes and appoints Assignee the true and lawful attorney of Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound, and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such sums and the security intended to be afforded hereby.

4. Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) Assignor has the right to make this Assignment, and Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

(b) All currently-effective Leases (if any) either (i) have been made pursuant to written lease agreements, copies of which have been delivered to Assignee, or (ii) are month-to-month and may be terminated by Assignor on not more than one month's notice.

5. Complete Transfer. This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Mortgaged Premises, but so long as no Event of Default (subject to any applicable notice requirement or cure period) exists under any of the Loan Documents and no event (subject to any applicable notice requirement or cure period) exists which by lapse of time or service of notice, or both, has or would become an Event of Default, Assignor will have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

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6. **Direct Payment to Assignee.** Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from Assignee of Assignee's right to receive rents and other sums hereunder, will pay such rents and other sums to Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of Assignor to the contrary. Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to Assignee.

7. **Remedies.** Without limiting any legal rights of Assignee as the absolute assignee of the rents, issues and profits of the Mortgaged Premises, and in furtherance thereof, Assignor agrees that upon the occurrence of any Event of Default (subject to any applicable notice requirement or cure period), whether before or after amounts payable under or with respect to the Note are declared due in accordance with its terms or under the terms of any of the other Loan Documents and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Assignee may, at its option,

(a) take actual possession of the Mortgaged Premises, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Mortgaged Premises, together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents, or servants therefrom and hold, operate, manage and control the Mortgaged Premises, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Mortgaged Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Mortgaged Premises, or any part thereof, and insure and reinsure the same, and lease the Mortgaged Premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Credit Agreement, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same and in every such case have the right to manage and operate the said Mortgaged Premises and to carry on the business thereof as Assignee may deem proper; or

(b) with or without taking possession of the Mortgaged Premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee will not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

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8. Application of Amounts Collected. Any sums received by Assignee under or by virtue of this Assignment will be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Mortgaged Premises and the conduct of the business thereof and, if Assignee will elect, to the establishment of a reserve which will be sufficient in Assignee's sole judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the Mortgaged Premises;

(c) to the cost of completing any improvements being constructed on or about the Mortgaged Premises; and/or

(d) to the reduction of the Obligations, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which will be credited or paid out of same will be within the sole discretion of Assignee and nothing contained herein will obligate Assignee to use any such sums for a purpose other than reducing the Obligations unless Assignee elects to do so. Assignee will be subrogated to any lien discharged out of the rents, income and profits of the Mortgaged Premises.

9. Further Actions of Assignor. Assignor hereby further covenants that it will, upon request of Assignee, execute and deliver such further instruments and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to Assignee the rights and rents which are intended to be assigned to Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof. Assignor further covenants and agrees that Assignee will have the option to require that Assignor not execute any Lease (other than in the ordinary course of business) without the written consent of Assignee and that, after Assignee gives notice of the exercise of such option to Assignor, Assignor will not thereafter execute any Lease without the written consent of Assignee (which consent will not be unreasonably withheld). Assignor further covenants and agrees not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other

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liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

10. Construction of Assignment. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, will not, prior to entry upon and taking of actual physical possession of the Mortgaged Premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor impose any obligation whatsoever upon Assignee, it being understood and agreed that Assignee does not hereby undertake to perform or discharge any obligation or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee will have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Assignee hereunder, excepting Assignee's willful misconduct, or in defense against any claim or demand whatsoever which may be asserted against Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of occurrence (or if the Note has been paid in full at the time of occurrence, then at the rate applicable to the Note at the time of such payment in full), will be secured by this Assignment and by the Credit Agreement, and Assignor will reimburse Assignee therefore immediately upon demand, Assignor's obligation to so pay will survive payment of the Obligations and the release of this Assignment.

11. Cumulative Rights. The rights and remedies of Assignee hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which Assignee will have under the Note, the Credit Agreement or any of the other Loan Documents, or under applicable law, and the exercise by Assignee of any rights and remedies herein contained will not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Credit Agreement or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, will not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Assignee will, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Credit Agreement, including any period allowed by law for the redemption of the Mortgaged Premises after any foreclosure sale.

12. Rights Prior to Default. Unless or until an Event of Default (as defined in Paragraph 13) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall

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immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases in existence of this Assignment at any time.

13. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

14. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

15. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

16. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

17. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other Obligations secured hereby and by the other Loan Documents.

18. **Governing Law.** THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF INDIANA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS MORTGAGE, THE LAWS OF THE STATE OR COMMONWEALTH WHERE THE MORTGAGED PREMISES IS LOCATED SHALL APPLY.

19. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.



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20. Waiver of Trial by Jury. ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

21. Jurisdiction and Venue. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF LAKE COUNTY, INDIANA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA OR, IF ASSIGNEE INITIATES SUCH ACTION, ANY COURT IN WHICH ASSIGNEE SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY ASSIGNEE IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. ASSIGNOR WAIVES ANY CLAIM THAT LAKE COUNTY, INDIANA OR THE NORTHERN DISTRICT OF INDIANA IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY ASSIGNEE AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ASSIGNEE OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ASSIGNEE OF ANY ACTION TO ENFORCE THE SAME IN ANY

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**OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.**

(signatures to follow on next page)

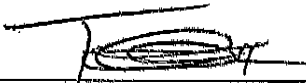
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## SIGNATURE PAGE TO ASSIGNMENT OF LEASES & RENTS (ILLINOIS)

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

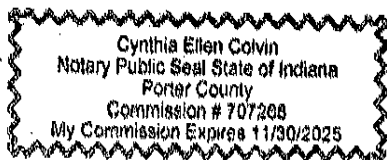
LUKE LAND, LLC,  
an Indiana limited liability company

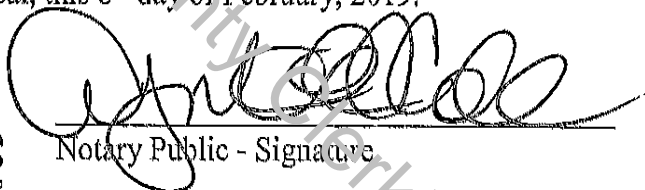
By:   
Thomas M. Collins, II, Manager

STATE OF INDIANA )  
COUNTY OF Lake ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Thomas M. Collins, II, Manager of Luke Land, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing for and on behalf of said limited liability company.

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



  
Notary Public - Signature

\_\_\_\_\_  
Notary Public - Printed

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_

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## EXHIBIT A

### Legal Description of Mortgaged Premises

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

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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 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.

Permanent Tax Index Number:

28-03-204-006

Property Address:

13830 South Pulaski Road  
Crestwood, Illinois 60445

Property of Cook County Clerk's Office