

# UNOFFICIAL COPY

Doc#. 2210918111 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/19/2022 08:57 AM Pg: 1 of 22

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 06-01-200-017-0000**

**Address:**

**Street:** 2280 N. Barrington Road

**Street line 2:**

**City:** Schaumburg

**State:** IL

**ZIP Code:** 60169

**Lender:** Millenium Investment Group, LLC

**Borrower:** Anitej Hotel Corp.

**Loan / Mortgage Amount:** \$800,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

**Certificate number:** 0E9B0FE2-959D-4808-8FCA-2B00CE7E408D

**Execution date:** 7/2/2021

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THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Lacy & Associates LLC  
Attn. Michael Lacy  
930 N. York Road, Suite 212  
Hinsdale, Illinois 60521

FOR RECORDER'S USE ONLY

This document contains a total of 20 pages including the legal description.

## JUNIOR MORTGAGE SECURITY AGREEMENT AND FIXTURE FILING

THIS JUNIOR MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as the "Mortgage") is made the of July 2 2021, by ANITEJ HOTEL CORP. an Illinois corporation whose principal business address is 1280 N. Barrington Road, Schaumburg, Illinois 60168 (hereinafter referred to as "Mortgagor"), to MILLENUM INVESTMENT GROUP, LLC, a Georgia limited liability company whose principal business address is 1349 Peeler Road, Unit D, Dunwoody, Ga. 30338 (hereinafter referred to as "Mortgagee") to secure an Indebtedness in the original principal amount of \$800,000.00 (the "Original Principal Amount").

### WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed and delivered a certain promissory note (the "Note"), payable to the order of Mortgagee, for the Original Principal Amount, bearing interest as provided therein;

NOW, THEREFORE, in consideration of the Mortgagee's advancement to Mortgagor of the Original Principal Amount (less any fees, expenses and/or other amounts which Mortgagee has been authorized by Mortgagor to retain) and in consideration of the covenants and undertakings herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

In order to secure the due and punctual payment in full by Mortgagor of the Original Principal Amount, interest thereon and all other amounts due or to become due under or in connection with this Mortgage and/or the Note, or any extensions, renewals, or replacements of the Note, (this Mortgage and the Note and/or any extensions, renewals, or replacements of the Note are hereinafter collectively referred to as the "Loan Documents") and any and all reasonable expenses paid or incurred by Mortgagee under or in connection with the perfection or enforcement of the Loan Documents and the performance of all other obligations and liabilities of Mortgagor under or in connection with the Loan Documents (all of the aforesaid are hereinafter collectively called the "Indebtedness"), Mortgagor does hereby MORTGAGE, WARRANT, GRANT, ASSIGN, TRANSFER, SET OVER, DELIVER AND CONVEY unto Mortgagee upon the terms and conditions of this Mortgage, the real property commonly known as: **2280 N. Barrington Road,**

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**Schaumburg, Illinois 60168** and as legally described on Exhibit A (the "Real Estate"), together with all rights, title and interests of Mortgagor in and to: (i) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate ("Easements"); (ii) all buildings and other improvements of every kind and description now or hereafter placed on the Real Estate, together with all fixtures, machinery and other articles of personal property now or hereafter attached to or regularly used in connection with the Real Estate, and all replacements thereof ("Improvements"); (iii) all extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements or Improvements ("Additions"); (iv) All rents, issues, proceeds, income and profits of the Real Estate, Easements, Improvements and Additions, including all payments made in connection with leases, subleases and other agreements affecting the Real Estate, Easements, Improvements or Additions ("Rents"); and (v) All awards, payments or proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation and tort claims ("Proceeds"). (Hereinafter, the Real Estate, Easements, Improvements and Additions are referred to collectively as the "Premises" and the Premises together with the Rents and Proceeds are referred to collectively as the "Mortgaged Property").

TO HAVE AND TO HOLD the above granted and described Mortgaged Property for the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever, subject to the provisions hereof.

## ARTICLE I

### Representations and Warranties of Mortgagor

SECTION 1.01. Mortgagor represents and warrants that (i) Mortgagor has good, marketable and insurable fee simple title to the Real Estate and the Improvements, free and clear of all liens, charges and encumbrances of every kind and character except for the Junior Mortgage disclosed in Article V III, hereof, and the Permitted Exceptions; (ii) Mortgagor has full power and lawful authority to encumber and convey the Mortgaged Property as provided herein; (iii) all Improvements now or hereafter comprising part of the Mortgaged Property are free and clear of all liens, charges and encumbrances of every kind and character, except for Permitted Exceptions; (iv) this Mortgage is and will remain a valid and enforceable Junior Mortgage on and security interest in the Mortgaged Property subject only to Permitted Exceptions; and (v) Mortgagor will forever defend such title and the validity, enforceability and priority of the lien and security interest hereof against the claims of all persons and parties whomsoever subject only to the Permitted Exceptions.

### SECTION 1.02. Hazardous Substances.

(a) Mortgagor represents and warrants that Mortgagor shall not, nor shall Mortgagor permit any other person or entity to, place, hold, locate or dispose of any Hazardous Substances on, under or at the Premises or any part thereof in contravention of law. Mortgagor shall comply with and shall ensure compliance by all tenants, subtenants, licensees and users (if any are hereafter permitted) of the Premises with all applicable federal, state and local laws, ordinances, rules and regulations.

(b) Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, penalties, expenses and costs of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, reasonable attorneys' fees, incurred or suffered by, or asserted against, Mortgagee by any person or entity or

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governmental agency, for or with respect to a breach or violation of the covenant or warranty set forth in Section 1.02(a) above. The provisions of this Section 1.02 shall survive defeasance and/or foreclosure or termination of this Mortgage.

(c) For purposes of this Mortgage, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect. Hazardous Substances shall include, but shall not necessarily be limited to, any substance giving rise to liability under: the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq.; or any other applicable environmental statute, law, regulation or ordinance imposing or authorizing the imposition of liability upon the transferee or mortgagee of real estate in the event of a violation thereof.

## SECTION 1.03. Miscellaneous Representations.

The Mortgagor represents and warrants as follows:

- (a) The Mortgagor has full power to carry on its business as presently conducted, including the power to execute, deliver and perform its obligations under the Loan Documents and to own the Mortgaged Property and conduct its business within the State of Illinois.
- (b) This Mortgage and the Note secured hereby have been duly executed and delivered by the Mortgagor, and each such document constitutes the legal, valid and binding obligation and agreement of the Mortgagor, enforceable in accordance with their respective terms.
- (c) There are no pending or threatened bankruptcy or like proceedings against or involving the Mortgagor under the Bankruptcy Code of the United States or any chapter thereof or any like statute, state or Federal.
- (d) This Mortgage and the Note secured hereby have been executed by the Mortgagor for a valid "business purpose" and not as part of any "consumer" transaction.

## ARTICLE 11 Covenants of Mortgagor

### SECTION 2.01. General Covenants.

- (a) Payment of Obligations. Mortgagor will punctually pay or cause to be paid when due the Indebtedness and will perform and observe all of its obligations under the Loan Documents all without relief from valuation and appraisal laws.
- (b) Defense of Title Litigation. If the lien, security interest, validity or priority of this Mortgage shall be endangered or legally challenged, or if any action or proceeding is instituted against Mortgagor or

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Mortgagee with respect thereto, Mortgagor will promptly notify Mortgagee thereof and will diligently endeavor to cure any defect on which such challenge, action or proceeding is based. If Mortgagor shall fail to comply with its obligations under this Section 2.01, Mortgagee is authorized (but shall not be obligated) to take such steps as Mortgagee may reasonably deem necessary or proper for the defense of any such action or proceeding or the protection of the lien, security interest, validity or priority of this Mortgage. Mortgagor shall, within five (5) days after demand, reimburse Mortgagee for all reasonable expenses (including reasonable attorneys' fees and disbursements) incurred by Mortgagee in connection with the foregoing matters. All such costs and expenses of Mortgagee, until reimbursed by Mortgagor, shall be part of the Indebtedness and shall be deemed to be secured by this Mortgage.

## SECTION 2.02. Operation and Maintenance.

(a) Care and Condition of Mortgaged Property. Mortgagor shall (a) promptly repair, restore or rebuild the Premises or any portion thereof which is damaged or destroyed; (b) keep the Premises in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's lien or claims for lien not expressly subordinated to this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to the lien of this Mortgage; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Premises or its use; and (e) permit no change in or alteration of the design, structural character or general nature of the Real Estate and the Improvements (once constructed) without Mortgagee's prior written consent (which consent shall not be withheld unreasonably).

(b) Legality of Use. Mortgagor will not use or occupy, or permit the Premises to be used or occupied, in any manner which violates any applicable law or which constitutes a public or private nuisance or which makes void, voidable or cancelable any insurance then in force with respect thereto.

## SECTION 2.03. Insurance.

(a) Required Insurance: Mortgagor will keep the Premises insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including comprehensive and contractual liability insurance and general public liability insurance (including dram shop liability, if alcoholic beverages are available at the premises) with single combined limits of coverage for bodily injury of not less than \$1,000,000.00 per claim/per occurrence and for damage to property of not less than \$300,000 per claim/per occurrence (together, the "Required Insurance"). The Required Insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard non-contributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee. Any monies received as payment for any loss for damage to the Premises under any of the Required Insurance shall be paid over to Mortgagee and may be applied, at the option of Mortgagee, either to prepayment of any portion of the Indebtedness as Mortgagee may select or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Premises. Proceeds paid or payable to Mortgagor in consequence of damage or loss to the Premises shall be deemed held in trust by Mortgagor for the benefit of Mortgagee and shall be applied to restoration of the Premises or, at the election of Mortgagee, in such other fashion as Mortgagee reasonably may require. The Required Insurance must include an endorsement that the same may not be cancelled for any reason without at least thirty (30) days prior written notice to the Mortgagee.

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(b) Collateral Protection Act Disclosure: Mortgagor acknowledges that Mortgagor has read the following disclosure required by the Illinois Collateral Protection Act:

"Unless you (the Mortgagor) provide us (the Mortgagee) with evidence of the insurance coverage required by your agreement with us (as set forth in Section 2.03(a), above), we may purchase insurance at your expense to protect our interests in your collateral (the Premises). This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral (the Premises). You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral (the Premises), you will be responsible for the costs of that insurance, including interest and other charges we 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 your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you are able to obtain on your own."

SECTION 2.04. Condemnation. If all or any part of the Mortgaged Property is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire Proceeds payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. All such Proceeds actually received by Mortgagee, after deduction therefrom of all costs and expenses (including reasonable attorneys' fees) incurred by Mortgagee in connection with the taking, shall be applied, in part or entirely, without premium, to the restoration of the Premises, as Mortgagee may in its sole discretion elect.

SECTION 2.05. Taxes. Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

SECTION 2.06. Protection of Security by Mortgagee. Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All such payments so incurred, including reasonable attorneys' fees and any other reasonable expenses incurred by Mortgagee, to protect the Mortgaged Property shall constitute advancements immediately due and payable by Mortgagor and shall be deemed to be secured by this Mortgage.

SECTION 2.07. Inspection. Mortgagor shall permit Mortgagee and/or Mortgagee's authorized representatives, upon reasonable advance notice, to enter upon and inspect the Premises during normal business hours.

SECTION 2.08. Records and Reports. Mortgagor shall keep and maintain complete and accurate books and records in accordance with sound and generally accepted accounting principles with respect to



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all operations of or transactions involving the Mortgaged Property. Copies of said books and records shall be made available by Mortgagor for inspection by Mortgagee, upon request of Mortgagee.

**SECTION 2.09. Contracts and Leases Relating to the Premises.** Mortgagor shall not execute any declaration of covenants, conditions or restrictions or other instrument or agreement affecting the Mortgaged Property or any part thereof, or any amendment or modification with respect to any of the foregoing (including without limitation any reciprocal easement agreement), without the prior approval of Mortgagee. Notwithstanding the foregoing, Mortgagor may, without the prior approval of Mortgagee, execute one or more lease(s) affecting part or all of the Premises provided such lease (the "Permitted Lease"): (a) is subordinate to the lien of this Mortgage; (b) provides for payment of reasonable rental; (c) is not for an illegal purpose or other purpose which may damage the reputation or value of the Premises; and (d) is executed at a time when no Event of Default has occurred and is continuing under this Mortgage. All Rents and other Proceeds payable with respect to any Permitted Lease (as well as any other lease, whether or not permitted) are hereby assigned by Mortgagor to Mortgagee as additional security for the Indebtedness and such assignment is deemed to be a present, absolute, and irrevocable assignment thereof so long as this Mortgage shall remain in effect; provided, Mortgagor is hereby granted the right to continue to collect such Rents and other Proceeds for periods not exceeding forty-five (45) days advance payment, and to use and apply the same as Mortgagee deems appropriate, until such time as Mortgagee may serve written notice upon Mortgagor and any lessee or occupant (whether pursuant to a Permitted Lease or otherwise) that an Event of Default (as defined in Section 5.02 hereof) has occurred. Upon Mortgagee serving such notice of an Event of Default, Mortgagor shall have no further right to collect and receive such Rents and Proceeds and, in the event any such sums shall be received and/or collected by Mortgagor after such notice, Mortgagor shall hold the same in trust for the exclusive benefit of Mortgagee and shall promptly deliver the same to Mortgagee, or as Mortgagee may otherwise direct in writing, upon demand.

## ARTICLE 11

### Additional Advances; Expenses; Indemnity

**SECTION 3.01. Additional Advances and Disbursements.** Mortgagor agrees that, if an Event of Default (as defined in Section 5.02 hereof) shall occur and be continuing or if a default has occurred which, through the lapse of time and/or inaction of the Mortgagor may ripen into an Event of Default, Mortgagee shall have the right, but not the obligation, in Mortgagor's name or in Mortgagee's own name, with or without notice to Mortgagor, to advance all or any part of such amounts or to perform any or all such actions as may be necessary, appropriate or expedient to cure such default or Event of Default or to prevent the occurrence of an Event of Default, and, for such purpose, Mortgagor expressly grants to Mortgagee the right (but not the obligation), in addition and without prejudice to any other rights or remedies hereunder, to enter upon and take possession of the Premises to such extent and as often as Mortgagee may deem necessary, desirable or expedient. As between Mortgagor and Mortgagee, no such advance or performance by Mortgagee shall be deemed to have cured any such default or Event of Default by Mortgagor. All sums advanced and all expenses incurred by Mortgagee in connection with such advances or actions and all other sums advanced or expenses incurred by Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be demand obligations owing by Mortgagor to Mortgagee and shall bear interest, from the date paid or incurred by Mortgagee until reimbursed, at an interest rate equal to the Default Rate (as defined in Section 5.09 hereof). All such amounts advanced or incurred, and all such interest thereon, shall be part of the Indebtedness and shall be secured by this Mortgage. Mortgagee, upon making any such advance, shall, additionally, be subrogated to all of the rights of the person receiving such advance.

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## SECTION 3.02. Indemnity.

- (a) Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' fees and disbursements) which may be imposed on, incurred by or asserted against Mortgagee by reason or on account of, or in connection with: (i) any default or Event of Default by Mortgagor hereunder or under the Note; (ii) Mortgagee's exercise of any of its rights and remedies hereunder or under the Note; (iii) construction, reconstruction or alteration of the Improvements; (iv) any negligence or willful misconduct of Mortgagor, any lessee or occupant of the Premises, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees; (v) any accident, injury, death or damage to any person or property occurring in, on or about the Premises or any street, drive, sidewalk, curb or passageway adjacent thereto; and/or (vi) any other occurrence arising out of or in any way connected with the Premises, except if caused by the act or omission of the Mortgagee. Any amount payable to Mortgagee under this Section 3.02 shall be payable within five (5) days after Mortgagee's demand therefor, shall be deemed part of the Indebtedness and shall be secured by this Mortgage.
- (b) Mortgagor's obligations under this Article III shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal by any insurance carrier to perform any obligation on its part under any such policy of insurance.

## ARTICLE IV

### Transfer of Mortgaged Property

SECTION 4.01. Mortgagor shall not, without the prior written consent of Mortgagee (which consent may not be unreasonably withheld) lease (except for a "Permitted Lease" as defined in Section 2.10 hereof), transfer, sell, contract to sell or in any way further encumber all or any part of the Mortgaged Property, or any interest therein, unless concurrently therewith the Indebtedness secured by this Mortgage shall be paid in full.

## ARTICLE V

### Defaults and Remedies

SECTION 5.01. Default and Acceleration. Time is of the essence with respect to Mortgagor's performance of its obligations arising under this Mortgage. Upon the occurrence of any "Event of Default" (as defined in Section 5.02), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor; and Mortgagee shall have the right immediately or at different times as Mortgagee may choose (without constituting a binding election of remedies): (i) to foreclose the mortgage lien created by this Mortgage against part or all of the Mortgaged Property and sell such Mortgaged Property to satisfy, in whole or in part, the Indebtedness; (ii) to enforce every other security interest created by this Mortgage; (iii) to enforce its rights under the Note; (iv) to enforce its rights under any guarantee of part or all of the Indebtedness and/or any other guaranteed obligations arising hereunder; (v) to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests; and (vi) to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Mortgaged Property.

SECTION 5.02. Events of Default. The following shall each constitute an "Event of Default" for the purposes of this Mortgage:



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- (a) If any representation or warranty made by Mortgagor in this Mortgage shall prove to have been false or misleading in any material respect when made or delivered and the damage sustained by Mortgagee by reason of such misrepresentation or breach of warranty is not cured to Mortgagee's satisfaction within five (5) days after Mortgagee gives Mortgagor written notice thereof;
- (b) Non-payment when due (whether, in either case, the same becomes due at maturity or by acceleration or otherwise) of: (i) any installment of the principal or interest payable under the Note; (ii) any fee or other amount (including, without limitation, any late payment penalty, Rents or Proceeds) payable under this Mortgage or the Note; and the failure to cure such non-payment within ten (10) days after Mortgagee's notice to Mortgagor that payment has not been received;
- l Any default in the due observance or performance of any covenant or undertaking required to be performed by Mortgagor pursuant to this Mortgage other than as specified in Section 5.02(b), and the continuation of such default for a period of thirty (30) days after written notice from Mortgagee to Mortgagor specifying such default; provided, if such default shall be non-fiscal in nature and shall be of such type or nature which cannot reasonably be cured within thirty (30) days, an Event of Default shall not be deemed to have occurred; if, within such thirty (30) day period, Mortgagor shall take substantial steps to commence curing such default and shall thereafter diligently pursue such efforts to cure to completion.
- (d) If Mortgagor shall: (i) voluntarily commence any case or proceeding under any Federal or state bankruptcy, insolvency or similar law; (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such case or proceeding; (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for Mortgagor, or for a substantial part of its property; (iv) file an answer admitting the material allegations of a complaint filed against it in any such case or proceeding; (v) make a general assignment for the benefit of creditors; (vi) become unable to pay or admit in writing the inability, or fail generally, to pay its debts as they become due; or (vii) take any action for the purpose of effecting any of the foregoing.
- (e) If an involuntary case or proceeding shall be commenced seeking: (i) relief in respect of Mortgagor under any Federal or state bankruptcy, insolvency or similar law; (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for Mortgagor or the Premises; (iii) the winding-up or liquidation of a Mortgagor; or (iv) a levy, attachment, forfeiture or seizure of part or all of the Mortgaged Property; which in any such case shall not be dismissed within thirty (30) days after the same shall have been commenced.
- (f) Any material default by Mortgagor under or with respect to: (i) any other mortgage or other security document encumbering part or all of the Mortgaged Property; or (ii) any other instrument which constitutes or evidences a Permitted Exception; which, in either case, is not cured within any applicable time period provided under such document or instrument.
- (g) The abandonment by Mortgagor of the Premises.

**SECTION 5.03. Enforcement Expenses.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with: (a) an Event of Default; (b) a default or other occurrence which, through the passage of time would, if not cured, result in an Event of Default; (c) collection of the Indebtedness; and/or (d) the foreclosure of this Mortgage; for reasonable attorneys' fees, appraisers' fees, outlays for

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documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary with respect to the foregoing, shall constitute a part of the Indebtedness, shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate (as defined in Section 5.09). and shall be allowed and included as Indebtedness in any judgment for sale.

## SECTION 5.04. Mortgagee in Possession: Foreclosure Proceedings and Receiver.

- (a) Upon the occurrence of an Event of Default, Mortgagee shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, and to collect the Rents from the Mortgaged Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (b) Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith, without limitation on any other right or remedy of Mortgagee hereunder, to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage or the foreclosure of the lien of this Mortgage. and/or the foreclosure of this Mortgage; for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary with respect to the foregoing, shall constitute a part of the Indebtedness, shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate (as defined in Section 5.09). and shall be allowed and included as Indebtedness in any judgment for sale.
- (c) Upon the occurrence of an Event of Default, Mortgage shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, and to collect the Rents from the Mortgaged Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (d) Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith, without limitation on any other right or remedy of Mortgagee hereunder, to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any

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proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage or the foreclosure of the lien of this Mortgage.

**SECTION 5.05. No Exclusive Remedy.** Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

**SECTION 5.06. Application of Proceeds.** Except as herein expressly provided otherwise, the proceeds and avails of any sale referred to in Section 5.01, together with any other sums which may be held or received by Mortgagee hereunder, whether under the provisions of this Article V or otherwise, shall be applied as follows:

**FIRST:** To the payment of the costs, and expenses of any such sale, including attorneys' fees and disbursements, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and Advancements made or incurred by Mortgagee hereunder, together with interest thereon at the Default Rate (as defined in Section 5.09), and all taxes, assessments and other charges, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

**SECOND:** To the payment in full of the Indebtedness (including principal, interest, premium, penalty and fees) in such order as Mortgagee may elect.

**THIRD:** To the extent permitted by applicable law, to be set aside by Mortgagee as adequate security in its reasonable judgment for the payment of sums which would have been paid to Mortgagee under clauses **FIRST** and **SECOND** above, but which sums are not yet due and payable or liquidated.

**FOURTH:** To the payment of the balance, if any, to whomsoever may be lawfully entitled to receive the same.

**SECTION 5.07. Additional Provisions as to Remedies.**

(a) To the extent permitted by applicable law, no right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and continuing, shall be in addition to every other right or remedy given hereunder, or under the Note or now or hereafter existing at law or in equity, and may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

(b) No delay or omission by Mortgagee in exercising any right or remedy hereunder during the continuance of an Event of Default shall impair such exercise or be construed to be a waiver of any such Event of Default or an acquiescence therein.

(c) The failure, refusal or waiver by Mortgagee of its right to assert any right or remedy hereunder during the continuance of an Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent Event of Default or other occurrence.

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- (d) Mortgagee shall not have any obligation to pursue any rights or remedies it may have under any other agreement prior to pursuing its rights or remedies hereunder or under the Note.
- (e) No recovery of any judgment by Mortgagee and no levy or an execution upon part or all of the Mortgaged Property or any other property of Mortgagor shall affect, in any manner or to any extent, the lien of this Mortgage upon the Premises nor any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired as before until such time as the entire Indebtedness shall be satisfied by payment in full thereof to the Mortgagee. Mortgagee may resort to any security given by this Mortgage or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Mortgagee may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights or benefits granted hereunder.
- (f) Acceptance of any payment after the occurrence of an Event of Default shall not be deemed a waiver or a cure of such Event of Default and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.
- (g) Nothing in this Mortgage or the Note shall affect the obligations of Mortgagor to pay the Indebtedness in the manner and at the time and place herein or therein respectively expressed.
- (h) In the event that Mortgagee shall have proceeded to enforce any right or remedy hereunder by foreclosure, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property, subject to the lien hereof.

SECTION 5.08. Waiver of Rights and Defenses. To the fullest extent Mortgagor may lawfully do so, Mortgagor agrees with Mortgagee as follows:

- (a) Mortgagor will not at any time insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisal, valuation, extension, moratorium or redemption at or after sale.
- (b) Mortgagor, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming an interest in part or all of the Mortgaged Property (other than Mortgagee), hereby waives and releases all rights of redemption from the foreclosure, reinstatement, valuation, appraisal, homestead, notice of intention to mature or declare due the whole of the Indebtedness and all rights to a marshalling of the assets of Mortgagor, including part or all of the Mortgaged Property, and all rights to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests created hereunder.
- (c) Mortgagor shall not have or assert any right under any statute or rule of law pertaining to any of the matters set forth in subsection (a), subsection (b) or subsection (g) of this Section, whether pertaining to the administration of estates of decedents or to any other matters whatsoever, to defeat, reduce or affect any of the rights or remedies of Mortgagee hereunder, including the rights of Mortgagee to the payment of the Indebtedness out of the proceeds of sale of the Premises or other Mortgaged Property in preference to any other person.

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- (d) If any statute or rule of law referred to in this Section and now in force, of which Mortgagor or any of its representatives, successors or assigns and such other persons claiming any interest in the Mortgaged Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such statute or rule of law shall not thereafter be deemed to preclude the application of this Section.
- (e) Mortgagor shall not be relieved of its obligation to pay the Indebtedness at the time and in the manner provided herein and in the Note, nor shall the lien or priority of this Mortgage be impaired by any of the following actions, non-actions or indulgences by Mortgagee:
- (i) any failure or refusal by Mortgagee to comply with any request by Mortgagor: (A) to consent to any action by Mortgagor; or (B) to take any action to foreclose this Mortgage or otherwise enforce any of the provisions of any Loan Document;
  - (ii) any release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Indebtedness, or any person liable for payment of the Indebtedness;
  - (iii) any waiver by Mortgagee of compliance by Mortgagor with any provision of any Loan Document, or consent by mortgagee to the performance by Mortgagor of any action which would otherwise be prohibited hereunder or thereunder, or to the failure by Mortgagor to take any action which would otherwise be required hereunder or thereunder; and
  - (iv) any agreement or stipulation between Mortgagee and Mortgagor renewing, extending or modifying the time of payment or the terms of this Mortgage or the Note (including a modification of any interest rate), and in any such event Mortgagor shall continue to be obligated to pay the Indebtedness at the time and in the manner provided herein and in the Note, as so renewed, extended or modified, unless expressly in writing released and discharged by Mortgagee.
- (f) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any person at any time liable for the payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of this Mortgage and/or Note. Mortgagee may resort for the payment of the Indebtedness to any other security held by Mortgagee in such order and manner as Mortgagee, in its sole and absolute discretion, may elect.
- (g) If at any time while this Mortgage remains in effect any part or all of the Mortgaged Property shall:
- (i) be used, occupied, or possessed in whole or in part as a place of residence by a husband and wife; or
  - (ii) be owned, held, used, occupied or otherwise possessed by persons claiming a right of ownership as tenants by the entirety; all rights arising by reason thereof, or derived or flowing therefrom (including, without limitation, all exemptions from attachment or levy) shall be deemed subject to and subordinate to the rights of the Mortgagee hereunder and lien of this Mortgage; it being the intention of the Mortgagor and any successor to the interest of the Mortgagor in the Mortgaged Property (whether or not such successor in interest has joined in execution of this Mortgage) that every right and interest in the Mortgaged Property



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now existing or hereafter coming into being during the existence of this Mortgage shall be subject and subordinate to and bound by the terms and provisions of this Mortgage.

## ARTICLE VI Defeasance

SECTION 6.01. If Mortgagor shall pay in its entirety all of the Indebtedness at the time or times and in the manner the same becomes due and payable, then all rights and obligations hereunder (except for the rights and obligations set forth in Section 1.02) shall terminate. In such event, Mortgagee shall deliver to Mortgagor, in recordable form, a release of this Mortgage.

## ARTICLE VII Security Agreement

SECTION 7.01. Grant of Security Interest. This Mortgage shall be deemed to constitute a "security agreement" within the meaning of the Uniform Commercial Code of the State in which the Premises are located with respect to all fixtures, equipment and personal property constituting part of the Mortgaged Property and all leases, contracts and agreements, accounts and general intangibles pertaining to the Mortgaged Property as to which the creation and perfection of a security interest therein are subject to such Uniform Commercial Code (the "Collateral") and is also a mortgage as to those portions of the Mortgaged Property that are classified as real property. Mortgagor hereby grants to Mortgagee a security interest in and to the Collateral to secure the payment of the Note. Any completely executed counterpart of this instrument (or photocopy thereof if permitted by law) may be filed as a mortgage on real property or fixtures or as a security agreement or financing statement or as both. The address of Mortgagor, as debtor, and the address of Mortgagee, as secured party, are set forth in Section 8.04 of this Mortgage.

SECTION 7.02. Financing Statements. Mortgagor shall cause all financing and continuation statements and other instruments with respect to the Collateral at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect and secure the interests of Mortgagee in the Collateral, and shall pay all filing fees in connection therewith. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of complying with this Section 7.02 with full power of attorney (which power of attorney shall be deemed to be coupled with an interest and irrevocable) to file financing statements and to take such other actions and execute such other documents which may be necessary to fully give effect to the Mortgagor's obligations under this Section 7.02.

SECTION 7.03. Expenses of Disposition of Collateral. Mortgagor shall reimburse Mortgagee, on demand, for all reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the other Mortgaged Property which are incurred or paid by Mortgagee, including, without limitation, all reasonable attorneys' fees, expenses and costs, and all such amounts shall be added to the Indebtedness and shall be deemed secured hereby.

## ARTICLE VIII Junior Mortgage

- (a) Mortgagor represents that:

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- (i) The Premises as described on Exhibit A hereto are encumbered by liens (herein called the "Prior Mortgage Liens") created by the following instruments (herein called the "Prior Mortgage Documents"): (A) Mortgage dated July 28, 2016 and recorded August 1, 2016 as Document # 1621445060 to German American Bank (herein called the "First Mortgage") and Junior Mortgage Dated February 26, 2020 and recorded March 17, 2020 as Document No. 2007741103 to the Millenium Investment Group, LLC.
- (ii) Mortgagor hereby covenants and agrees that: (A) it will duly and punctually perform, observe, and pay all of the terms, covenants, provisions, conditions, agreements and payments to be performed and observed or paid pursuant to and in accordance with the Prior Mortgage Liens; and (B) Mortgagor will not increase the amounts of the Prior Mortgage Liens nor change, amend or modify any Prior Mortgage Documents without the prior written consent of Mortgagee.
- (iii) It shall be an Event of Default under Section 19 hereof if: (A) any default or Event of Default shall occur under the Prior Mortgage Documents, or if there shall occur any event which alone or with the passage of time or the giving of notice or both, would in the judgment of Mortgagee entitle the Holder or any successive holder of any of the notes comprising the Prior Mortgage Documents to accelerate such a note or foreclose upon any Prior Mortgage Lien; or (B) if any part of the First Mortgage shall be refinanced, or any additional advance shall be disbursed thereunder; or (C) if any Prior Mortgage Documents shall be changed, amended or modified in any way without the prior written consent of Mortgagee.
- (iv) Mortgagee has the right, at any time at its sole option, to repay in whole or in part, or acquire by assignment the Prior Mortgage Documents. If an Event of Default occurs on this Mortgage or a default occurs on the Prior Mortgage Documents, the Mortgagee may, at its option, make any payment or perform any act required under the Prior Mortgage Documents, in any form and manner deemed expedient by the Mortgagee, and may make partial payments of principal or interest on the Prior Mortgage Documents, and purchase, discharge, compromise or settle the Prior Mortgage Documents. If the Mortgagee makes any such payments to the holder of the Prior Mortgage Documents, the Mortgagee shall be subrogated to the rights of such holder of the Prior Mortgage Documents.
- (v) If for any reason other than Mortgagee's failure to make payments of installments of principal or interest on the Prior Mortgage Documents, the indebtedness secured by the Prior Mortgage Documents is accelerated or the mortgaged property or any part thereof is sold, or attempted to be sold, pursuant to the Prior Mortgage Documents, or any remedial action or proceeding is taken or instituted in respect of the mortgaged property or any part thereof under the Prior Mortgage Documents, Mortgagor will indemnify the Mortgagee against any loss, cost, or expense incurred by the Mortgagee, including reasonable attorney fees, (A) in contesting any such action taken or instituted or in attempting to reinstate such Prior Mortgage Documents, or (B) on account of the acceleration of the Prior

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Mortgage Documents, the sale of the mortgaged property or Mortgagee's purchase or payment of the Prior Mortgage Documents.

- (vi) Mortgagor agrees to send promptly to Mortgagee copies of any notices received by Mortgagor from the holder of the Prior Mortgage Documents, particularly including notices of default on any Mortgage.
- (b) Notwithstanding anything to the contrary contained in this Mortgage, the rights of Mortgagee herein to the collection, use, disposition or retention of insurance loss proceeds or condemnation awards, as the case may be, shall be junior, subject and subordinate to the Prior Mortgage Liens evidencing and/or securing the Prior Mortgage Documents.
- (c) Notwithstanding the foregoing provisions of Section 6, so long as the Prior Mortgage Liens remain outstanding, Mortgagor shall not be required to make the tax deposits required pursuant to the provisions of Section 6, and further provided that (i) Mortgagor delivers to Mortgagee no less than 15 days prior to its due date, evidence of payment in full of all general and special taxes assessed against the Premises; and (ii) Mortgagor is not in default under the Note or any of the terms and provisions of this Mortgage and the Loan Documents.

## ARTICLE IX Additional Provisions

### SECTION 9.01. Provisions as to Payments

- (a) All payments of the Indebtedness shall be paid in lawful money of the United States of America and shall be made in the manner expressly designated therefor or, if no such designation is made, at the address of Mortgagee indicated in Section 8.04 or at such other place as Mortgagee may designate from time to time upon not less than ten (10) days prior notice.
- (b) If any part of the Indebtedness cannot lawfully be secured by this Mortgage or if any part of the Mortgaged Property cannot lawfully be subject to the lien and security interest hereof, to the full extent of said Indebtedness, then all payments made thereon shall be applied first in discharge of that portion of the Indebtedness which is unsecured by this Mortgage.
- (c) To the extent that any part of the Indebtedness is used to pay an indebtedness secured by any Permitted Encumbrance or other outstanding lien, security interest, charge or encumbrance against part or all of the Mortgaged Property, Mortgagee shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. In consideration of such payment by Mortgagee, Mortgagor hereby waives and releases all demands, defenses and causes of action for offsets and payments with respect to same.

SECTION 9.02. Usury Savings Clause. All agreements in this Mortgage, the Note and any other document securing or evidencing part or all of the Indebtedness in favor of Mortgagee are expressly hereby limited so that in no contingency or event whatsoever, whether by reason of advancement or acceleration of maturity of the Indebtedness or otherwise, shall the amount paid or agreed to be paid hereunder for the

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use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury law, if any.

**SECTION 9.03. Severability.** If any one or more of the provisions of this Mortgage, the Note or any other document evidencing or securing the Indebtedness shall be held to be invalid, illegal or unenforceable in any respect then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision were not contained herein or therein.

**SECTION 9.04. Notice to Parties.** Any and all notices required or permitted to be given hereunder may be served by a party or such party's attorneys, shall be in writing and shall be deemed served, if by personal delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the next business day after the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight messenger service (i.e. Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to Mortgagee:                   Millenium Investment Group, LLC  
   Attn. Amit Shah  
   1849 Peele Road, Unit D  
   Dunwoody, Georgia 30338  
   e-mail: [amit.cumi@atlanta.com](mailto:amit.cumi@atlanta.com)

with a copy to:                   Parmar US Law  
   Attn. Prakash Parmar  
   400 Galleria Parkway, Ste. 1500  
   Atlanta, Georgia 30339  
   e-mail: [prakash@rplawgroup.com](mailto:prakash@rplawgroup.com)

If to Mortgagor:                   Anitej Hotel Corp.  
   2280 N. Barrington Road  
   Schaumburg, Illinois 60168

**SECTION 9.05. No Merger.** In the event that Mortgagee acquires an additional interest in or to any part or all of the Mortgaged Property, this Mortgage and the lien hereof shall not merge in the simple title thereto.

**SECTION 9.06. Applicable Law.** This Mortgage shall be governed by and construed and enforced in accordance with the laws (except laws pertaining to "choice of laws") of the State in which the Premises is located.

**SECTION 9.07. Provisions as to Covenants and Agreements.** All of Mortgagor's covenants and agreements hereunder shall run with the land.

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SECTION 8.08. Matters to be in Writing. This Mortgage cannot be altered, amended, modified, terminated or discharged except in a writing signed by Mortgagor and Mortgagee.

SECTION 9.09. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto unless the context clearly and unequivocally requires otherwise:

(a) No inference in favor of any party shall be drawn from the fact that such party has not drafted any portion herein.

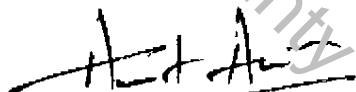
(b) The term "Mortgagor" shall mean the person executing this Mortgage and his or its heirs, devisees, successors, legal representatives and permitted assigns.

(c) The term "Mortgagee" shall mean MILLENIUM INVESTMENT GROUP, LLC, and its successors, assigns and the lawful holder or holders, from time to time, of the Note or any part or all of the Indebtedness.

(d) Any reference to one gender used herein, whether masculine, feminine or neuter, shall be deemed to be a reference to any other gender as may be appropriate under the circumstances; further, the singular shall include the plural and the plural the singular.

IN WITNESS WHEREOF, Mortgagor has executed and sealed this Mortgage as its free, voluntary and duly authorized act as of the day and year first above written.

MORTGAGOR:  
ANITEJ HOTEL CORP.

  
\_\_\_\_\_  
Amit Amin, President

ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE





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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOT 3 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106392 AND RE-RECORDED SEPTEMBER 28, 1988 AS DOCUMENT 88446130, AND SHOWN ON PLAT DOCUMENT NUMBER 86106425 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109437 BY DOCUMENT EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 22, 1985 AND KNOWN AS TRUST NUMBER 110224 AND LA QUINTA MOTOR INNS, INC., ON THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27<sup>TH</sup>, 1941 AS DOCUMENT NO. 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8<sup>TH</sup>, 1932 AS DOCUMENT NUMBER 1 1 13016; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE OF BARRINGTON ROAD BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957 AS DOCUMENT NO. 16926333; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.00 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE 80.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 259.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 10.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 6.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 56 MINUTES 47 SECONDS, EAST 10.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS EAST 6.00 FEET TO THE PLACE OF BEGINNING.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION, RECORDED AS DOCUMENT 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 109437 AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 110224, RECORDED AS DOCUMENT 87106425, FOR PASSAGEWAY OVER: THE AREA DESCRIBED AS EASEMENT FOR

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DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT, 28 FEET IN TOTAL WIDTH ALONG THE COMMON BORDER WITH LOTS 4 AND 5 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425.

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION BARRINGTON POINTE RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, AND RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 110224, FOR PASSAGEWAY OVER THAT PORTION OF LOT 2 FOLLOWING BETWEEN THE BOUNDARIES OF LOTS 1, 3 AND 5, 54 FEET WIDE AT THE EAST LINE AND 144.54 FEET ALONG THE SOUTH LINE.

**PARCEL 5:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 OF BARRINGTON POINTE SUBDIVISION AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 AND RECORDED AS DOCUMENT 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224 FOR PASSAGEWAY OVER: LOT 2 ALONG ITS COMMON BORDER WITH LOT 3, BEING 12 FEET WIDE ALONG THE SOUTHEASTERLY LINE OF LOT 2, ADJOINING LOT 3.

**PARCEL 6:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON THE PLAT OF SUBDIVISION OF THE BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR DETENTION/RETENTION, AT THE NORTHWEST CORNER OF LOT 2.

**PARCEL 7:**

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR STORM SEWER, WITHIN THAT PORTION OF LOT 2 DESCRIBED ON THE PLAT AS "UTILITY EASEMENT".

**PARCEL 8:**

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS RECORDED AS

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DOCUMENT NUMBER 87106425, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224 FOR TEMPORARY EASEMENT FOR LIGHTING, LANDSCAPING, CONSTRUCTION AND SLOPE LOCATION UPON LOT 2 ADJACENT TO THE EASEMENT FOR DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT LOCATION ON LOT 2 ALONG ITS COMMON BORDER WITH LOT 3 FOR THE PURPOSE OF INSTALLING AND MAINTAINING LIGHTS AND LANDSCAPING, SAID EASEMENT AREA OVER THE SOUTHEASTERLY 5 FEET OF LOT 2 LYING NORTHWESTERLY AND ADJOINING THE SOUTHEASTERLY 12 FOOT DRIVEWAY EASEMENT OF LOT 2.

Address: 2280 N. Barrington Road  
Schaumburg, Illinois 60168  
06-01-200-017-0000

Property of Cook County Clerk's Office