

UNOFFICIAL COPY

Doc#: 2310306234 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 04/13/2023 03:46 PM Pg: 1 of 11

Assignment of Rents, Profits And Leases

This instrument prepared by, and after recordation to be returned to:

Sean M. Phelan, Esquire
Nexsen Pruet, PLLC
227 West Trade Street, Suite 1550
Charlotte, NC 28202

Address for purpose of notice to Trustee or Dogwood State Bank:

Dogwood State Bank
Attn: Cookie Parks
10130 Mallard Creek Rd.
Bldg 2, Suite 232
Charlotte, NC 28262

This Assignment dated as of **March 21, 2023, TOMAHAWK PROPERTIES, LLC** (collectively, the "Assignor" and "Grantor" for indexing purposes) to Dogwood State Bank its present and future affiliates and their successors and assigns ("Lender") provides as follows:

A. Recitals.

1. The Assignor is the record owner of certain premises located in **Cook County, Illinois at 1608 Clinton Avenue, Berwyn, Illinois 60402** (the "Property") described on attached Exhibit A.
2. Lender is the beneficiary of a mortgage or deed of trust (the "Security Instrument") on the Property recorded immediately prior to this instrument (or if not recorded immediately prior hereto, recorded in the land records of the above jurisdiction on _____, _____, in _____, in/at _____)
3. As security for the obligations secured by the Security Instrument and any modifications, replacements, and amendments thereof, and the performance of the terms, covenants and conditions therein, the Assignor gives to Lender this Assignment.

B. Assignment. In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over unto Lender all the right, title and interests of Assignor in and to (i) all rents, issues, profits, revenues, royalties, rights and benefits now due or subsequently to become due (collectively, the "Rents") from the Property, and (ii) all existing and future leases (collectively, the "Leases") of the Property, or any part thereof, whether written or verbal. The term "Leases" shall include all amendments, renewals and extensions thereof and all guaranties of lessee's performance thereunder.

C. Covenants. Assignor and Lender further agree as follows:

1. Assignor's License. Notwithstanding any contrary provisions contained in the Security Instrument and until revoked by Lender pursuant to the terms of this Assignment, the Assignor shall have a license to manage and operate the Property, and to collect, receive and apply for its own account all Rents arising from the Property as they become due, but not in

UNOFFICIAL COPY

advance. Lender may revoke this license at any time, in the sole and absolute discretion of Lender, and apply and enforce this Assignment and exercise the rights and remedies hereunder without previous notice to the Assignor. Lender shall give the Assignor notice of any demand for Rents made against the lessees under the Leases contemporaneously with the giving of notice to the lessees.

2. Insurance. The Assignor hereby authorizes and empowers Lender to obtain and maintain general liability insurance, boiler insurance, plate glass insurance, rent insurance and workers' compensation insurance (in addition to the hazard insurance mentioned below) and generally such other insurance as is customarily obtained and maintained by an owner of real property of the Property's style and kind, or as Lender may deem advisable or necessary to effect, and to pay the premiums and charges therefor out of the said Rents and other revenues received.

3. Application of Rents. Lender, in its sole and absolute discretion, may apply any Rents received by it from the Property, to the reduction and repayment of the obligations secured by the Security Instrument in such order and manner as Lender may elect. Lender shall account to Assignor only for Rents actually received by Lender pursuant to this Assignment.

4. No Waiver or Prejudice Of Lender's Rights. Nothing in this Assignment shall prejudice or be construed to prejudice the right of Lender to commence and prosecute, or to prevent Lender from commencing and prosecuting, any action which it may deem advisable, or which it may be entitled to commence and prosecute for the foreclosure of the Security Instrument or the obligations secured thereby, or to prejudice any other rights of the Assignor; nor shall this Assignment be construed to waive any defaults now existing or which may occur under the Security Instrument or the obligations secured thereby; nor shall this Assignment be construed as granting a forbearance or extension of time of payment.

5. Default By Assignor. This Assignment shall be held by Lender as security for the payment of the principal amount of the indebtedness secured by the Security Instrument, together with all interest thereon and any fees or costs related thereto, and for the performance of all the terms, covenants and conditions of the Security Instrument, and the obligations secured thereby. Immediately upon default in the performance of any of the terms, covenants and conditions of the Security Instrument or any documents evidencing the obligations secured thereby, or immediately upon the failure of the Assignor to make any of the payments required to be made under the Security Instrument or any documents evidencing any obligation secured thereby, or upon the occurrence of any default whatsoever ("Default"): (a) the license granted to Assignor in paragraph 1 above shall cease and terminate and Lender may in its sole and absolute discretion immediately apply and enforce this Assignment and exercise the rights and remedies hereunder, without previous notice to the Assignor; and (b) in addition to the other rights and remedies provided for in this Assignment, Lender may apply for and obtain the appointment of a receiver for the Property, as a matter of right, with the power to collect the Rents, without regard to the value of the Property or the solvency of any person or persons liable for the payment of the obligations secured by the Security Instrument. Any failure or omission to enforce any rights under this Assignment for any period of time shall not impair the force and effect thereof or prejudice the rights of Lender, nor shall Lender be required under this Assignment to exercise or enforce any of the rights herein granted to it, all the matters herein contained being strictly discretionary with Lender. The rights and remedies provided for in this paragraph 5 shall not impair Lender's right to revoke the Assignor's license pursuant to the provisions of paragraph 1 of this Assignment.

6. Lender's Authority. Lender is hereby given and granted full power and authority, as principal, but not the duty:

a. To enter upon and take possession of the Property; to demand, collect and receive from the lessee or lessees now or hereafter in possession of the Property, or any part thereof, or from other persons liable therefor, all of the Rents and revenues from such lessee or lessees or other persons, which may now be due and unpaid and which may hereafter become due; to institute and carry on all legal proceedings necessary for the protection of the Property including such proceedings as may be necessary to recover the possession of the whole or of any part of the Property; to institute and prosecute any and all suits for the collection of Rents and all other revenues from the Property which may

UNOFFICIAL COPY

now be due and unpaid and which may hereafter become due; to institute and prosecute summary proceedings for the removal of any lessee or lessees or other persons from the Property; and to pay the cost and expenses of all such suits and proceedings out of the Rents and other revenues received;

b. To manage, operate and maintain the Property and keep the same in repair and to pay, out of the Rents and other revenues received, in its discretion: the costs of operation, maintenance and repair, including services of all employees and their equipment; the rent and all charges required to be paid under any ground lease of the Property; water rates, sewer rates and any other governmental charges levied, assessed or imposed against the Property or any part thereof; any and all other charges, costs and expenses which Lender may deem necessary or advisable to pay in the management or operation of the Property; all interest on the principal sum of the obligations secured by the Security Instrument, now due and unpaid and hereafter to become due, and the principal amount of such obligations now due and unpaid and hereafter to become due; all taxes and assessments now due and unpaid and which may hereafter become due and a charge or lien upon the Property; and the premiums on policies of insurance now or hereafter effected by the said Security Instrument as security for the amount secured by said Security Instrument;

c. To execute and comply with all the laws of the jurisdiction where the Property is located, and also all applicable laws, rules, orders, ordinances and requirements affecting the Property and to pay the costs thereof out of the Rents and other revenues received;

d. To rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem proper;

e. To employ an agent or agents to rent, maintain and manage the Property and to collect the Rents and other revenues thereof, and to pay the reasonable value of its or their services out of the Rents and revenues received;

f. To enforce, cancel or modify any Leases, including the taking of any action necessary to enforce, enjoin or restrain the violation of any of the terms and conditions of any Leases; and

g. To generally do, execute and perform any other acts that ought to be done, in Lender's discretion, in and about or with respect to the Property as fully as Assignor might do.

7. Notice to Lessees. Assignor irrevocably directs each of the lessees under the Leases, upon demand and notice from Lender, to pay to Lender all Rents now due and owing and all Rents accruing or due under the Leases from and after the giving by Lender of such demand and notice.

8. Indemnity. Assignor agrees to indemnify and hold Lender harmless from and against any and all liability, loss, damage or expense, including attorneys' fees, which it may incur under any of the Leases or by reason of this Assignment, or by reason of any action taken by Lender or Assignor under this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, conditions and covenants contained in any of the Leases. In the event Lender incurs any such liability, loss, damage or expense, the amount thereof together with interest thereon at the highest rate applicable to the obligations secured by the Security Instrument shall be payable by Assignor to Lender immediately upon demand, or at the option of Lender, Lender may reimburse itself therefor out of any Rents collected by Lender.

9. Miscellaneous Provisions. The Assignor, for itself, its successors and assigns, covenants and agrees that it will not, orally or in writing, modify, surrender or renew any of the Leases, or diminish the obligations of the lessees thereunder, or release any one or more lessees from their respective obligations under the Leases, without previous written consent of Lender; and the Assignor further covenants and agrees that it will not assign or pledge any Rents or collect from any of the lessee or lessees any rent or rentals in advance of the due date thereof, and in no case more than 30 days, without written consent of Lender. Any violation of this covenant shall constitute a Default and in such event, the whole amount of the principal and any other amounts secured by the Security Instrument then remaining unpaid shall immediately become due and payable. These covenants shall continue in full force and effect

UNOFFICIAL COPY

until all amounts secured by the Security Instrument are paid in full. A release of the Security Instrument will automatically effect the release of this Assignment. This Assignment constitutes a security agreement as to any and all Leases, including contract rights and proceeds arising therefrom, and supports any financing statement filed as to such collateral. The validity, terms, performance and enforcement of this Assignment shall be governed by the laws of such jurisdiction which are applicable to agreements which are negotiated, executed, delivered and performed solely in such jurisdiction.

10. Transfer of Loan. Lender may, at any time, sell, transfer or assign this Assignment, Security Instrument and any related loan documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Assignment, any loan to Assignor, any guarantor or the Property, whether furnished by Assignor, any guarantor or otherwise, as Lender determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

UNOFFICIAL COPY

Witness the following signatures and seals as of the day, month and year first written above.

TOMAHAWK PROPERTIES, LLC, an Illinois limited liability company

By: *Lorena Kopacz*
Name: Lorena Kopacz
Title: Manager

By: *Matthew R. Kopacz*
Name: Matthew R. Kopacz
Title: Manager

STATE OF ILLINOIS)
COUNTY OF Cook)

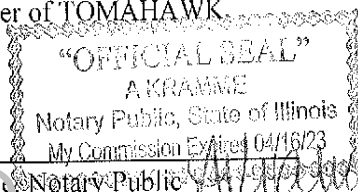
ACKNOWLEDGMENT

I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of principal(s): Lorena Kopacz, known to me to be the Manager of TOMAHAWK PROPERTIES, LLC.

Date: 3/21/23

[Signature]
Notary's printed or typed name: A. Kramme
Notary Public, State of Illinois
My Commission Expires: 04/16/23



(SEAL)

My commission expires: 4/16/23

STATE OF ILLINOIS)
COUNTY OF Cook)

ACKNOWLEDGMENT

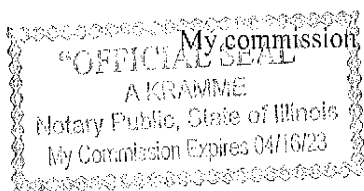
I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of principal(s): Matthew R. Kopacz, known to me to be the Manager of TOMAHAWK PROPERTIES, LLC.

Date: 3/21/23

[Signature]
Notary's printed or typed name, Notary Public: A. Kramme

(SEAL)



My commission expires: 4/16/23

UNOFFICIAL COPY

Environmental Certification and Indemnity Agreement

THIS ENVIRONMENTAL CERTIFICATE AND INDEMNITY AGREEMENT (this "Agreement") is made as of **March 21, 2023**, by the undersigned, **TOMAHAWK PROPERTIES, LLC**, and its heirs, executors, administrators, legal representatives, successors and assigns ("Customer") in favor **DOGWOOD STATE BANK, a North Carolina corporation** ("Lender") and other "Indemnified Parties" (defined below).

A default in this Environmental Certification and Indemnity Agreement shall be a default under the Deed of Trust/Mortgage.

WHEREAS, the parties are entering into a loan, lease, line of credit or other financial transaction (collectively, the "Financial Transaction") on the same date of this Agreement as evidenced by documents executed by the Customer which may include a mortgage, note, lease, deed, deed of trust, security agreement or other loan documents (collectively, the "Security Documents") which give Lender indicia of ownership in certain real or personal property as security for Customer's successful performance of its obligations pursuant to the Financial Transaction; and

WHEREAS, Lender is unwilling to enter into the Financial Transaction unless Customer provides the indemnifications, representations, warranties, and covenants set forth in this Agreement for the benefit of the Indemnified Parties;

NOW, THEREFORE, in return for good and valuable consideration, the sufficiency of which is hereby acknowledged, and to induce Lender to enter into the Financial Transaction with Customer, the Customer makes the following, statements, representations, warranties, and indemnifications:

1. Definitions. Capitalized terms used herein which are not defined below shall have the same meaning as the same terms used in any of the Security Documents.
 - a. "Collateral" means the real estate and/or personal property which is offered as security in the Financial Transaction involving Customer as reflected in the Security Documents and/or any other property which may be added or substituted as security by the Customer in the future with Lender's approval.
 - b. "Environmental Condition" means the presence or release or threatened release of any Hazardous Materials on, in, about, under or from the Collateral; and shall include any non-compliance with any Environmental Requirements.
 - c. "Environmental Law" means any present or future federal, state or local laws, statutes, codes, ordinances, rules, regulations, standards, policies or guidelines, as well as common law, relating to protections of human health or the environment, relating to Hazardous Materials.
 - d. "Environmental Requirement" means (i) any Environmental Laws; and/or (ii) any administrative orders, directives, judgments, consent orders, permits, licenses, authorizations, consents, settlements, agreements or other formal or informal directions or guidance issued by or entered into with any Governmental Authority or private party.
 - e. "Governmental Authority" means any federal, state or local agency, department, court or other administrative, legislative or regulatory body, or any private individual or entity acting in place of such entities.
 - f. "Hazardous Materials" shall mean any material or substance regulated or identified as a hazardous substance, hazardous material, hazardous waste, toxic substance, pollutant, contaminant, or solid waste in or by any Environmental Law.
 - g. "Indemnified Parties" means Lender, and its employees, officers, directors, shareholders, partners, agents, representatives, related entities, assignees, successors, affiliates and/or subsidiaries, or anyone acting on Lender's behalf or through Lender's authority or pursuant to any rights under the Security Documents.

UNOFFICIAL COPY

- h. "Legal Action" means any claim, suit or proceeding, whether administrative or judicial in nature.
- i. "Losses" means any and all claims, demands, suits, liabilities, actions, proceedings, obligations, debts, damages, costs, expenses, fines, penalties, charges, fees, judgments, awards (including but not limited to attorney and other professional fees whether in-house or outside professionals) arising out of any Environmental Condition, including interest on any unpaid sums.
2. Representations and Warranties. Except as set forth, documented and attached to this document as an addendum by Customer and any written environmental reports provided by Customer, the Customer, upon knowledge and belief, hereby represents and warrants to Lender that, as of the date of the Security Documents:
- a. The Collateral, if real estate, is not listed on any federal or state list of hazardous waste disposal or contaminated sites, nor is Customer aware of any Environmental Condition which could be the basis for such a listing.
 - b. The Collateral was not used for the generation, manufacture, refinement, treatment, storage, handling, release, discharge or disposal of Hazardous Materials.
 - c. There is no unremediated Environmental Condition on or originating from the Collateral.
 - d. There is no lien recorded against the Collateral in connection with any Environmental Condition, nor is there any basis for the recording of such a lien.
 - e. The Collateral is in material compliance with applicable Environmental Requirements.
 - f. There is no pending, or, to the best of Customer's knowledge, threatened claim, action or proceeding by any Governmental Authority or third party against or in respect to the Customer or the Collateral, asserting that either violates any Environmental Requirement.
- g. Customer has provided to Lender any and all environmental reports, known of or potentially known of by Customer, in existence relating to the Collateral in Customer's custody or control.
3. Covenants. The Customer hereby covenants that:
- a. The Collateral will not be used for the generation, manufacture, refinement, treatment, storage, handling, release, discharge or disposal of Hazardous Materials, except in compliance with Environmental Laws.
 - b. Customer shall vigorously defend any claim made against Customer or the Collateral arising out of or in connection with any Environmental Condition or violation of any Environmental Requirement.
 - c. Customer shall promptly and completely comply, at its sole cost and expense, with any and all Environmental Requirements.
 - d. In the event that Customer receives any such notice that it is in violation of any Environmental Requirement, it shall, within five calendar days, deliver to Lender a copy of such notice and shall promptly and properly remedy any such violation, at Customer's sole expense. The Customer shall, until remedying the violation to the satisfaction of the appropriate Governmental Authority(ies), provide copies of all related and material correspondence, final reports, and studies to Lender immediately upon issuance or receipt by Customer.
 - e. Customer shall not cause or permit to exist as a result of an intentional or unintentional action or omission on its part, the generation, manufacture, refinement, transportation, treatment, storage, handling, release, discharge or disposal of Hazardous Substances on any Collateral, other than in compliance with all applicable Environmental Requirements.
 - f. Customer shall not cause or permit to exist any release, spill, leak, pumping, emission, pouring, emptying or dumping of Hazardous Materials, unless done pursuant to and in

UNOFFICIAL COPY

compliance with any applicable Environmental Requirements.

- g. Any remedial action performed or permitted by Customer on or affecting the Collateral shall not include a deed restriction or the imposition of institutional engineering controls.
4. Indemnification/Hold Harmless. Customer hereby indemnifies and agrees to defend and hold the Indemnified Parties harmless, at Customer's sole cost and expense, from and against any and all Losses arising from or in connection with Customer's failure, refusal or inability, for any reason, to observe fully or comply with any Environmental Requirements, and/or any Hazardous Material now or hereinafter on, in, under, affecting or originating from the Collateral. This indemnity is intended to be operable under 42 U.S.C. 9607(e)(1), and any successor section thereof, and shall survive the foreclosure, release, or reconveyance of the Security Documents, whether by payment of any debt or any deed-in-lieu of foreclosure of the Collateral.

Customer hereby assigns to the Indemnified Parties any contractual indemnification or hold harmless which benefits Customer relating to Environmental Conditions.

The Losses for which Lender is indemnified hereunder shall be reimbursable to Indemnified Parties as incurred without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitors shall pay the Losses to Indemnified Parties as incurred within ten (10) days after notice from Lender itemizing the amounts incurred to the date of such notice. In addition to any remedy available for failure to periodically pay such amounts, such amounts shall thereafter bear interest at the Default Rate of interest as defined in the Security Documents. Payment by Lender shall not be a condition precedent to the obligations of the Customer under this Indemnity Agreement.

5. Lender's Remedies. In the event that any of the Customer's representations or warranties shall prove to be materially false or Customer fails to satisfy any Environmental Requirement, Lender, in its sole discretion, may (a) choose to assume compliance with governmental

directives and the Customer agrees to reimburse Lender for all Losses associated with such compliance; or (b) seek all legal and equitable remedies available to it including, but not limited to, injunctive relief compelling Customer to comply with all Environmental Requirements relating to the Collateral. Lender's rights hereunder shall be in addition to all rights granted under the Security Documents. Payments by Customer under this Agreement shall not reduce Customer's obligations and liabilities under any of the Security Documents. In the event Lender undertakes compliance with Environmental Requirements which Customer failed to perform or which Lender determines is necessary to sell the Collateral, Customer authorizes Lender and/or Lender's Agents to prepare and execute, on Customer's behalf, any manifest or other documentation relating to the removal and/or disposal of any Hazardous Materials from, at or on the Collateral. Customer acknowledges that Lender does not own, or have a security interest in, any Hazardous Materials which exist on, originate from or affect the Collateral.

6. License. Customer hereby grants to Lender an irrevocable license during the term of any of the Security Documents to permit Lender to enter upon Customer's property for reasonable assessment, auditing and testing of the Collateral with all costs and expenses to be borne by the Customer. The purpose of this irrevocable license is solely to permit Lender to monitor compliance by Customer with applicable Environmental Requirements and determine the existence of any Environmental Conditions.

Customer also grants to Lender, until Customer's obligations under the Security Documents have been fully satisfied, continued unrestricted access in and to all of its existing and future records with respect to Environmental Requirements pertaining to the Collateral that is the subject of the Financial Transaction, whether or not located at the Collateral, whether or not in the possession of some third party, and whether written, photographic or computerized. Lender shall have the right to view and copy all of Customer's records under Customer's custody

UNOFFICIAL COPY

or control relating to environmental matters and to enter at reasonable times all buildings or facilitates of Customer, its agents and representatives for such purpose. Customer and Lender agree that this irrevocable license shall not be deemed to give Lender any operational control over financial management of Customer's operations. Customer shall be solely responsible for compliance with all Environmental Requirements.

7. Limit on Liability. The liability of Customer under this Agreement shall in no way be limited or impaired by:
- the value of the Financial Transaction to, or received by, the Customer;
 - any amendment or modification of any Security Document;
 - any extensions of time for performance set forth in any Security Document;
 - any sale, assignment of foreclosure pursuant to any Security Document of any sale or transfer of all or part of any Collateral;
 - any exculpatory provisions in any of the Security Documents limiting Lender's recourse to secured property, or limiting Lender's rights to a deficiency judgment against Customer;
 - the accuracy or inaccuracy of the representations and warranties made by Customer under any Security Document;
 - the release of Customer, or any of them, or any other person or entity from performance of any term or condition of the Security Documents by operation of law, payment, Lender's voluntary act, or otherwise or the release or substitution in whole or part of any security;
 - any delay on Lender's part in exercising any right under this Agreement or any Security Document; or
 - Lender's failure to record any Mortgage or file, or the improper recording or filing of, any Security Document to perfect, protect, secure or insure any security interest or lien given in connection with the Financial Transaction.
8. Customer's Waiver. Customer waives any right or claim of right to cause a marshalling of its

assets or to cause Lender to proceed against any of the Collateral before proceeding under this Agreement against Customer, or any of them, or to proceed against any party in any particular order. Until all amounts due or payable to Lender hereunder and under the Security Documents have been paid in full, Customer expressly waives and relinquishes all rights and remedies (including any rights of subrogation) to recover from any other party by reason of any payments made to Lender by such party.

Customer further acknowledges and reaffirms, as if set forth here in their entirety, any other waiver provided for in any of the Security Documents of any rights of Customer.

9. Miscellaneous.

- Notices. All notices or other written communications hereunder shall be given in accordance with the requirements of the Security Documents, except where noted otherwise herein.
- Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the Customer and Lender and their respective successors and assigns. Notwithstanding the foregoing, Customer will not, without the prior written consent of Lender in each instance, assign, transfer or set over to any other person, in whole or in part, all or any part of Customer's benefits, rights, duties or obligations hereunder.
- Conflicts. In the event of any conflict between the provisions of this Agreement and those of any Security Document, the provisions of this Agreement shall control.
- No Oral Change. This Agreement, and any provisions hereof, may not be modified, waived, discharged or terminated except by an agreement in writing signed by the party against whom enforcement of any modification, waiver, discharge or termination is sought.
- Headings. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not intended to define or limit, in any way, the scope or intent of the provisions hereof.
- Number and Gender. All pronouns refer to the masculine, feminine, neuter, singular or

UNOFFICIAL COPY

plural as the identity of the person or persons referred to may require.

- g. Joint and Several Liability. If Customer consists of more than one person or entity, the obligations and liabilities of each person or entity are joint and several.
- h. Release of Liability. Any one or more parties liable upon or in respect of this Agreement may be released without affecting the liability of any party not so released.
- i. Rights Cumulative. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which Lender has under the Security Documents or would otherwise have at law or equity.
- j. Inapplicable Provisions. If any term, condition or covenant of this Agreement shall be held to be invalid, illegal or

unenforceable in any respect, this Agreement shall be construed without such provision.

- k. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Collateral is located.
- 10. Acknowledgement. Customer acknowledges and agrees that Lender is not advising, nor is Lender required to advise, Customer as to any Environmental Requirement. Customer understands that it is responsible for complying with all Environmental Requirements, including any state-specific requirements, without prompting or notice from Lender.

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, have caused this instrument to be executed under seal.

TOMAHAWK PROPERTIES, LLC, an Illinois limited liability company

By: *Lorena Kopacz*
Name: Lorena Kopacz
Title: Manager

By: *Matthew R. Kopacz*
Name: Matthew R. Kopacz
Title: Manager

UNOFFICIAL COPY



CHICAGO TITLE
COMPANY

LEGAL DESCRIPTION

Order No.: 22GND779031WC

For APN/Parcel ID(s): 16-19-304-042-0000

ALL OF LOT 1, ALL OF LOT 2 AND THE EAST 3 FEET OF LOT 3 IN BLOCK 76 IN JOHN J. MURRAY'S SUBDIVISION OF BLOCKS 75, 76 AND 77 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office