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MORTGAGE	36.00
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Mortgage and Assignment of Rents

MTA181285

(1)

Prepared by:
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Williams & McCarthy
120 W. State St.
Rockford, IL 61105

Return to:
Midland States Bank
c/o Robert Opperman
1700 N. Alpine Rd
Rockford, IL 61107

**Mortgage and Assignment of
Rents****MA191225**

THIS INDENTURE, made as of the 15th day of November, 2018, is by and between Carla Cox, as to an undivided one-ninth interest, Roslyn Hill, as to an undivided one-ninth interest, Frances Knutson, as to an undivided one-ninth interest; Nicholas Castrogiovanni and Chrystine J. Castrogiovanni, as Co-Trustees under the provisions of the Trust Agreement dated December 16, 2009, known as the Castrogiovanni Family Trust, as to an undivided 1/9 interest; Gia Castrogiovanni as to an undivided two-ninths interest; Lisa C. Lindman, as Trustee under the Joseph and Sharyn Castrogiovanni Descendant's Trust dated December 27, 1999, as to an undivided one-third interest; (collectively "Owner" or "Mortgagor"), and MIDLAND STATES BANK, as Successor in Interest to Alpine Bank & Trust Co. (hereinafter referred to as "Mortgagee").

WITNESSETH:

THAT, WHEREAS pursuant to the terms of a Hypothecation Agreement of even date herewith, Owner has agreed to execute this Mortgage to secure payment to the Mortgagee upon the Mortgage Note ("Note" or "Mortgage Note") in the principal sum of \$8,783,290.61, dated June 10, 2015 and assumed by BELL VALLEY HOLDINGS, LLC, an Illinois Limited Liability Company ("Obligor"), made payable to the order of and delivered to the Mortgagee, in and by which Obligor promises to pay the principal sum and interest at the rate or rates as provided in the Note, together with other "Loan Documents" of even date herewith.

Non-Recourse Obligation. Notwithstanding anything to the contrary stated herein, with respect to Mortgagor, Owner and Bell Valley Commons, LLC, Mortgagee agrees, acknowledges and confirms that for payment of the Note and for performance of any Obligor or Borrower obligation or payment in the Note and any of the Loan Documents, it will look solely to Obligor and the Premises (subject to the provisions of Section 26 hereof entitled "Lot Sales and Releases from Lien of Mortgage"), and no other monies or assets of Mortgagor, Owner or Bell Valley Commons, LLC shall be subject to levy, set off, execution or other enforcement or collection procedure of any type or kind for the satisfaction of the remedies of Mortgagee, or for any payment required to be made under the Note or any of the Loan Documents. Notwithstanding anything to the contrary contained in the Note or any of the Loan Documents, Mortgagor, Owner and Bell Valley Commons, LLC shall not have any liability of any type or kind for the indebtedness represented by the Note or any obligation arising pursuant to the Loan Documents.

NOW, THEREFORE, the Mortgagor hereby covenants and agrees to secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and in performance of the covenants and agreements contained in the Loan Documents, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents, MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee, its successors and assigns, the real estate identified in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein situated, subject to the exceptions in the title commitment covering the real estate issued in connection with the Mortgage Note, lying and being in the County of Winnebago, and State of Illinois which, with the property hereinafter described, is referred to herein as the "Premises" or "Property" .

TOGETHER with:

(A) All that certain real property situated in the County of Winnebago, State of Illinois, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditament and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired.

(B) All structures, buildings and improvements of every kind and description owned by Mortgagor now or at any time hereafter located or placed on the Land (the "Improvements");

(C) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

(D) All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

(E) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

(F) All leases, licenses, concessions and occupancy agreements of the Land or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the "Rents and Profits") of the Land or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

(G) All right, title and interest of Mortgagor in any insurance policies or binders now or hereafter relating to the Property, including any unearned premiums thereon;

(H) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards to the extent such insurance or condemnation awards are not used for the repair or replacement of building materials, supplies, equipment or improvements that are affected by such condemnation or insurance claim; and

(I) All other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS. PAYMENT OF PRIOR LIENS, ETC. Mortgagor shall: (a) after reasonable notice, diligently take action to repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed to substantially the same character as prior to such damage or destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien whether superior or subordinate to the lien hereof (except as expressly provided herein); (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof (no such superior lien exists except for taxes which are a lien but are not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; and (e) comply with all requirements of law, municipal ordinances, and covenants, easements and restrictions of record with respect to the Premises and the use thereof provided that Mortgagor shall be allowed to contest the validity of said liens, requirements, ordinances and covenants as long as it does so in good faith and with all due diligence and further provided that such contest will not jeopardize the value of Mortgagee's security and Mortgagor furnishes Mortgagee with adequate security as reasonably determined by Mortgagee.

2. PAYMENT OF TAXES. Mortgagor shall pay before any penalty or interest attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts thereof. Subject to the terms hereof, Mortgagor shall have the right to contest taxes pursuant to applicable laws.

3. INSURANCE. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property owned by the Owner, as its interest may be affected, or its or their beneficiaries and therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amount and for such periods as may from time to time be reasonably required by Mortgagee. All insurance shall be written in standard policies and by insurance companies approved by Mortgagee, approval not to be unreasonably withheld. All policies of insurance and renewals thereof shall have attached thereto standard clauses naming Mortgagee as a loss payee acceptable to Mortgagee, and all policies of insurance shall provide that coverage cannot be terminated except upon thirty (30) days written notice to both Mortgagee and Mortgagor. Following a default or failure to place insurance, at Mortgagee's option all policies

shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all indebtedness secured hereby is fully paid. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain (or cause to be maintained) insurance coverage on the Premises to include:

- (a) Property Insurance in an amount equal to 100% of the insurable value of all structures located on the Premises, insuring against loss, or damage by fire or other casualty.
- (b) Comprehensive General Public Liability and Property Damage Insurance in the amount of Two Million Dollars (\$2,000,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises with excess coverage in the amount of \$2,000,000.00, all of which coverage in excess of \$1,000,000 whether or not designated "excess" being provided through an umbrella policy.
- (c) Such other insurance that may be required from time to time by Mortgagee.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

4. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of loss or damage by fire or other casualty, Mortgagee is authorized at its option: (a) to settle and adjust any claim under insurance policies which insure against such risks which settlement and adjustment shall be in consultation with the Mortgagor so long as Mortgagor is not in default hereunder; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. The foregoing notwithstanding, so long as Mortgagor is not in default, Mortgagee shall waive its right to exercise (a). In either case, Mortgagee is authorized to collect and receive any such insurance money and, so long as Mortgagor is not in default, to hold it in trust for the mutual benefit of Mortgagor and Mortgagee. Such insurance proceeds shall first be held by the Mortgagee and used to pay for the cost of rebuilding or restoration of buildings, equipment,

materials and improvements on the premises and then may, at the option of the Mortgagee, be applied in the reduction of the indebtedness secured hereby, whether due or not. In the event that said proceeds are used to reimburse Mortgagor for the cost of the rebuilding or restoration of the building or improvements on the Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require consistent with this mortgage. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of the rebuilding or restoration, any surplus which may remain out of the insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto and under the conditions that the Mortgagee may require. All proceeds of insurance held by the Mortgagee shall earn interest at Lender's then in effect regular passbook rate.

5. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; MORTGAGEE IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Premises, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Premises, regardless of to whom the rents and revenues of the Premises are payable. In the event of a default under the Note or this Mortgage, Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Premises to pay such rents to Mortgagee or Mortgagee's agents; however, unless prior written notice has been given by Mortgagee to Mortgagor of a breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument, Mortgagor shall collect and receive all rents and revenues of the Premises as trustee for the benefit of Mortgagee, and Mortgagor shall apply the rents and revenues so collected to the sums secured by this Instrument or to real estate taxes due and payable on the Premises, so long as no such breach has occurred, to the account of Mortgagor, it being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Premises in person, by agent, or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Premises as specified in this Paragraph 5 as the same become due and payable, including, but not limited to, rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the

breach by Mortgagor shall contain a statement that Mortgagee exercises its rights to such rents. Mortgagee agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagee to Mortgagor, each tenant of the Premises shall make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said rents, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this Paragraph 5, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Premises for more than one (1) month prior to the due dates of such rents. Mortgagor covenants that Mortgagor will not hereafter collect or accept payment of any rents of the Premises more than one (1) month prior to the due dates of such rents. Mortgagor further covenants that Mortgagor will execute and deliver to Mortgagee such further assignments of rents and revenues of the Premises as Mortgagee may from time to time request.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument beyond the applicable notice and cure periods, Mortgagee may, in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Premises, the making of repairs to the Premises, and the execution or termination of contracts providing for the management or maintenance of the Premises, all on such terms as are deemed best to protect the security of this Instrument. In the event Mortgagee elects to seek the appointment of a receiver for the Premises upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagor hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Premises.

All rents and revenues collected subsequent to delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Premises and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Premises, premiums on insurance policies,

taxes, assessments and other charges on the Premises, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Premises and then to the sums secured by this Instrument. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Premises and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Premises by reason of anything done or left undone by Mortgagee under this Paragraph 5.

If the rents of the Premises are not sufficient to meet the costs, if any, of taking control of and managing the Premises and collecting the rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Obligor to Mortgagee secured by this Instrument pursuant to Paragraph 5 hereof. Unless Mortgagee and Obligor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Obligor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Obligor under applicable law.

Any entering upon and taking and maintaining of control of the Premises by Mortgagee or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or as provided herein. This assignment of rents of the Premises shall terminate at such time as this Instrument ceases to secure indebtedness held by Mortgagee.

6. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as landlord, has assigned to the Mortgagee all of its right, title and interest as landlord in and to all leases of the Premises, and the rents, issues and profits therefrom.

Mortgagor will not, without Mortgagee's prior written consent: (a) execute an assignment or pledge of any rents of the Premises and/or any leases of the Premises; or (b) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment.

Mortgagor, at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) perform or

cause to be performed all of the material covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (iii) enforce or secure the performance of all of the material covenants, conditions and agreements of such leases on the part of the lessees to be kept and performed; (iv) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of landlord or of the lessees thereunder; (v) transfer and assign to Mortgagee for security purposes upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay. Mortgagor will not permit any lease of the Premises or any part thereof to become subordinate to any lien other than the lien hereof and the lien of general real estate taxes.

It is covenanted and agreed that a default under any Assignment of Leases executed pursuant to paragraphs 5 and 6 shall constitute a default hereunder on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable.

7. EFFECT OF EXTENSIONS OF TIME. If the payment of the indebtedness secured hereby, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness secured hereby be released, or if the Mortgagee takes other or additional security for the payment of the indebtedness secured hereby, or if the Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given as security for the Note, all persons now or at any time hereafter liable for the payment of the indebtedness secured hereby, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

8. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, and whether electing to declare the whole of the

indebtedness secured hereby due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Obligor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment or cure any default of landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in paragraph 2 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of five percent (5%) over the Loan Rate in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

9. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted. Mortgagor shall have the right to contest any taxes or assessments and any liens prior to any payment by Mortgagor of said amounts so long as Mortgagor deposits such amounts with Mortgagee as Mortgagee may deem appropriate, at its sole discretion, to provide for payment of tax, assessment or lien should Mortgagor not prevail in Mortgagor's contest to the tax, assessment or lien.

10. EVENT OF DEFAULT. If: (a) payment of the Note secured hereby, or any payment due in accordance with the terms thereof, either of principal or interest is not paid within ten (10) days of the date when due provided, however, that Owner shall receive ten (10) days notice of any payment default before Mortgagee may enforce this Mortgage; or (b) the Owner or Obligor shall file a petition in bankruptcy for liquidation or reorganization, or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (c) the Owner or Obligor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Owner or Obligor in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Owner or Obligor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (d) the

Owner or Obligor shall make an assignment for the benefit of creditors, or shall in writing admit its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions required to be kept or performed or observed by the Mortgagor herein or in the Loan Documents required then and in every such case the whole of the indebtedness hereby secured, following notice providing thirty (30) days to cure any non-monetary default, at the option of the Mortgagee, shall become immediately due and payable with interest thereon at the default rate of interest, provided, that, if a non-monetary default is incapable of being cured within the thirty (30) day period, then the time to cure shall be extended for such reasonable additional time as may be necessary to complete the cure, but in no event shall the period be extended beyond sixty (60) days from the date of the notice to cure the default. For purposes of this paragraph, the act of any one of the Owners shall constitute the act of the Owner. If, while any insurance proceeds or condemnation awards are being held by the Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in paragraphs 4 and 16 hereof, the Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

11. FORECLOSURE; EXPENSE OF LITIGATION. When the indebtedness hereby secured, or any part hereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof, or exercise any remedies under the Illinois Law. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, environmental engineers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the

commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Obligor, with interest thereon at five per cent (5%) over the Loan Rate as defined in the Mortgage Note of even date herewith and shall be secured by this Mortgage.

12. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which may, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided and all principal, and interest remaining unpaid on the Note; and third, any overplus to any party entitled thereto as their rights may appear.

13. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may place Mortgagee in possession of and appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Owner at the time of application for such receiver of Mortgagee in possession, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the whole of such period. The court from time to time may authorize the Mortgagee in possession or receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby; (b) any tax, special assessment or other lien which may be or become superior to the lien hereof or of such judgment, provided such application is made prior to foreclosure sale; or (c) the deficiency in case of a sale and deficiency.

14. RIGHTS CUMULATIVE. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise of one right, power or remedy, shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of

any default or acquiescence therein.

15. **MORTGAGEE'S RIGHT OF INSPECTION.** Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose, subject to all leases for the Premises in which Mortgagee is given notice.

16. **CONDEMNATION.** Mortgagor hereby assigns, transfers, and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation, so long as Borrower is not in default, to be held by Mortgagee in trust for the benefit of both Mortgagee and Mortgagor. The Mortgagee may, at its option, elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make the proceeds available for restoration or rebuilding of the Premises. The foregoing notwithstanding, so long as Mortgagor is not in default, Mortgagee agrees not to apply the proceeds in reduction of the indebtedness secured by this mortgage. In the event that the Mortgagee elects to make the award available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on the Premises, such award shall be made available in the manner and under the conditions that the Mortgagee may reasonably require. The buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee, such approval not to be unreasonably withheld. If the award is made available by the Mortgagee to reimburse the Mortgagor for the cost of the rebuilding or restoration, any surplus which may remain out of the award after payment of such cost of rebuilding or restoration shall at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. All proceeds of any award held by the Mortgagee shall earn interest at Lender's then in effect regular passbook rate.

17. **RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS; PARTIAL RELEASE.** Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby including any prepayment charges provided for herein or in the Note secured hereby.

18. **GIVING OF NOTICE.** Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed as follows:

To the Mortgagor: Christopher T. Logli
McGreevy Williams, P.C.
6735 Vistagreen Way
Rockford, IL 61107

To the Mortgagee: Midland States Bank
c/o Robert Opperman
1700 N. Alpine Road
Rockford, IL 61107

With a copy to: Thomas P. Sandquist
WILLIAMSMcCARTHYLLP
120 W. State Street, Suite #400
P.O. Box 219
Rockford, IL 61105-0219

or at such other place as any party hereto may be notice, shall constitute service of notice hereunder.

19. **WAIVER OF DEFENSE.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

20. **WAIVER OF STATUTORY RIGHTS.** Mortgagor shall not, and will not, apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption under any Illinois law on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

21. **FILING AND RECORDING FEES.** Obligor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments

and charges arising out of or in a connection with the execution and delivery of said Note and this Mortgage.

22. BUSINESS PURPOSE. Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage constitutes a business loan.

23. COMPLIANCE WITH ENVIRONMENTAL LAW.

(a) Representations and Warranties. Mortgagor hereby represents, covenants, and warrants to Mortgagee and its successors and assigns the following information about the Premises:

(1) The location and construction, occupancy, operation and use of the Premises does not and will not violate any law, including Applicable Environmental Laws, as defined in paragraph (2) below, statute, ordinance, rule, regulation, policy, order or determination of any federal, state, local or other Governmental Authority ("Governmental Authority") or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction affecting any portion of the Premises (hereinafter collectively called the "Applicable Laws").

(2) Without in any way limiting the generality of (1) above, neither the Premises nor the Mortgagor are the subject of any pending or, to the best of Mortgagor's knowledge, threatened investigation or inquiry by any Governmental Authority, or are subject to any remedial obligations under any Applicable Laws pertaining to health or the environment ("Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1987, as amended ("RCRA"), and any applicable Illinois environmental law, and this representation and warranty would continue to be true and correct following disclosure to any applicable Governmental Authority of all relevant facts, conditions and circumstances pertaining to the Premises and/or the Mortgagor.

(3) To the best of Mortgagor's knowledge, Mortgagor is not required to obtain any permits, licenses or authorizations to construct, occupy, operate or use any portion of the Premises by reason of any Applicable Environmental Laws. Mortgagor shall diligently pursue and evaluate whether any permit, license or

authorization is necessary to occupy, operate or use any portion of the Premises by reason of any Applicable Environmental Laws, and Mortgagor shall notify Mortgagee of any such required permit, license or authorization other than those stated above.

(4) To the best of Mortgagor's knowledge, there are no Hazardous Substances, Solid Wastes, or other substances known or suspected to pose a threat to health or the environment of living organisms ("Hazards") have been Disposed of or otherwise released on or to the Premises or exist on or within any portion of the Premises, other than in compliance with Applicable Environmental Laws. To the best of Mortgagor's knowledge, no prior use, either by Mortgagor or the prior owners of the Premises, has occurred, which violates any Applicable Environmental Laws. The use which Mortgagor makes and intends to make of the Premises will not result in the Disposal or release of any Hazardous Substance, Solid Waste or hazard on, in or to the Premises, other than in compliance with Applicable Environmental Laws. The terms "Hazardous Substance" and "release" shall each have the meanings specified in CERCLA, and the terms "Solid Waste" and "Disposal" (or "Disposed") shall each have the meanings specified in RCRA; provided, however, that in the event either that CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further that, to the extent that the laws of the State of Illinois establish a meaning for "Hazardous Substance," "release," "Solid Waste," or "Disposal" which is broader than that specified in either CERCLA or RCRA, such broader definition shall apply.

(5) During Mortgagor's occupation or use of the Premises, there shall be no on-site or off-site locations where Hazardous Substances, Solid Wastes or Hazards from the Premises will be stored, treated, recycled, or disposed of, other than in compliance with Applicable Environmental Laws.

(6) There has been no litigation brought or threatened nor any settlement reached by or with any parties alleging the presence, Disposal, release, or threatened release, of any Hazardous Substances, Solid Wastes or hazard from the use or operation of the Premises.

(7) To the best of Mortgagor's knowledge, the Premises are not on any federal or state "Superfund" list, nor subject to any environmentally related liens.

(8) Mortgagor shall not cause any violation of any Applicable Environmental Laws, nor permit any tenant of any portion of the Premises to cause such a violation, nor permit any environmental liens to be placed on any portion of the Premises.

All of the foregoing representations and warranties shall be true and correct as of the date hereof, and Mortgagor shall endeavor to maintain said representations and warranties as true and correct for the period from the date hereof through and as of the date of the final payment of all indebtedness owed by Mortgagor to Mortgagee and the final performance of all obligations under all instruments evidencing, governing, securing or relating to such indebtedness, with the same force and effect as if made each day throughout such period, and all of such representations and warranties shall survive such payment and performance.

Mortgagor's knowledge refers to and means the actual knowledge of Mortgagor's control group comprised of: Midland States Bank and all engineers and counsel retained thereby.

- (b) Covenant to Clean Up and Notify. Mortgagor shall conduct and complete all investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove Hazardous Substances, Solid Wastes or Hazards on, in or affecting any portion of the Premises (1) in accordance with all Applicable Laws and (2) in accordance with the orders and directives of all Governmental Authorities. Mortgagor shall (1) give notice to Mortgagee immediately upon (a) Mortgagor's receipt of any notice from any Governmental Authority of a violation of any Applicable Laws and/or acquiring knowledge of the receipt of any such notice by any tenant of any portion of the Premises and (b) acquiring knowledge of the presence of any Hazardous Substances, Solid Wastes or Hazards on the Premises in a condition that has resulted or could reasonably be expected to result in any adverse environmental impact, with a full description thereof; (2) promptly comply with all Applicable Environmental Laws requiring the notice, removal, treatment, or Disposal of such Hazardous Substances, Solid Wastes or Hazards and provide Mortgagee with satisfactory evidence of such compliance; and (3) provide Mortgagee, within thirty (30) days after demand by Mortgagee financial assurance evidencing to Mortgagee's satisfaction that sufficient funds are available to pay the cost of removing, treating, and/or disposing of such Hazardous Substances, Solid Wastes or Hazards and discharging any assessments that may be established on the Premises as a result thereof.

- (c) **Site Assessment.** If Mortgagee shall ever have reason to believe in good faith that there are Hazardous Substances, Solid Wastes or Hazards affecting any of the Premises, Mortgagee (by its officers, employees and agents) at any time and from time to time, after consultation with Mortgagor, either prior to or after the occurrence of an event of default under the Mortgage, may contract for the services of persons (the "Site Reviewers") to perform environmental Site Assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition that could result in any liability, cost, or expense to the owner, occupier, or operator of such Premises arising under any Applicable Environmental Laws. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor that do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon the Premises for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances, Solid Wastes and Hazards on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagors will supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will made available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessments fully available to Mortgagor, which (prior to an event of default under the Mortgage) may, at its election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by the Mortgagor upon demand of Mortgagee.
- (d) **Indemnity and Holding Mortgagee Harmless.** Mortgagor hereby defends, indemnifies and holds harmless Mortgagee, its employees, agents, shareholders, officers and directors (collectively, the "Indemnified Parties"), from the time the Hazard is discovered or the violation of the Applicable Law or inquiry occurs, from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorney and consultant fees and expenses, investigation and laboratory fees and expenses, cleanup costs, and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, Disposal, release, threatened release,

removal or production of any Hazardous Substances, Solid Wastes or Hazards which are on, in, from or affecting any portion of the Premises; (ii) any personal injury (including wrongful death) or Premises damage (real or personal) arising out of or related to such Hazardous Substances, Solid Wastes or Hazards; (iii) any lawsuit brought or threatened, settlement reached, or order by Governmental Authority relating to such Hazardous Substances, Solid Wastes or Hazards, and/or (iv) any violation of any Applicable Laws, or demands of Governmental Authorities, which are based upon or in any way related to such Hazardous Substances, Solid Wastes or Hazards, regardless of whether or not any of the conditions described under any of the foregoing subsections (i) through (iv), inclusive, was or is caused by or within the control of Mortgagor, except to the extent caused by or within the control of Mortgagee, its employees, agents, successors or assigns. Mortgagor agrees, upon notice and request by an indemnified party, to contest and/or defend any demand, claim, suit, proceeding or action with respect to which Mortgagor has hereinabove indemnified and held the Indemnified Parties harmless and to bear all costs and expenses of such contest and/or defense. Mortgagor further agrees to reimburse any indemnified party upon demand for any costs or expenses incurred by any indemnified party in connection with any matters with respect to which Mortgagor has hereinabove indemnified and held the Indemnified Parties harmless. The provisions of this paragraph shall be in addition to any other obligations and liabilities Mortgagor may have to Mortgagee at common law, in equity or under documentation executed in connection with the Loan, and shall survive the closing, funding and payment in full of the Loan, as well as any foreclosures and the recordation of any release of the lien of the Mortgage.

- (e) Mortgagee's Right to Remove Hazardous Materials. Mortgagee shall have the right, but not the obligation, without in any way limiting Mortgagee's other rights and remedies under the Mortgage and after giving reasonable notice and opportunity to cure to Mortgagor, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances, Solid Wastes or Hazards on or affecting the Premises, except to the extent caused by or within the control of Mortgagee, its employees, agents, successors or assigns, following receipt of any notice from any person or entity asserting the existence of any Hazardous Substances, Solid Wastes or Hazards pertaining to the Premises or any part thereof that, if true, could result in an order, notice, suit, imposition of a lien on the Premises, or other action and/or that, in Mortgagee's sole opinion, could jeopardize Mortgagee's security under the Mortgage. All reasonable costs

and expenses paid or incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage and shall be payable by Mortgagor upon demand.

- (f) Notwithstanding anything in this Mortgage to the contrary, it is specifically understood, acknowledged, and agreed that the Premises are being farmed and, as such, excepted from application of this provision entitled "Compliance with Environmental Laws" are normal and customary agricultural chemicals and fertilizers utilized as a part of a lawful farming operation, which to Mortgagor's best knowledge without independent investigation, have been used in compliance with applicable laws and regulations.

24. SUBORDINATION. Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any judgment of foreclosure and sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part hereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

25. DUE ON SALE OR FURTHER ENCUMBRANCE. Mortgagor covenants and agrees that Mortgagee, at its option, has the right, to accelerate the maturity of the indebtedness evidenced by the Note and secured hereby causing the full principal balance and accrued interest under the Note, to be immediately due and payable without notice to Mortgagor, in the event that Mortgagor shall without the prior written consent of Mortgagee, sell, transfer, convey, mortgage, encumber, or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing except as otherwise provided in the Loan Agreement. The foregoing provisions of this paragraph 25 are for the purpose of protecting Mortgagee's security, both of repayment of the indebtedness secured hereby and the value of the Premises. For purposes of this section, "Permitted Party" shall mean those individuals and entities identified in writing by Mortgagor to Mortgagee and who Mortgagee has approved in writing in conjunction with the identification and acceptance of replacement security property as designated by Mortgagor and accepted by Mortgagee.

It shall not be a violation of this paragraph 25 if Mortgagor sells, transfers, conveys or encumbers the premises so long as Mortgagor provides to Mortgagee and Mortgagee accepts additional property to serve as security for this Mortgage ("Replacement Security") and this Mortgage is recorded against said Replacement Security prior to the transfer.

Notwithstanding anything contained herein to the contrary, it is expressly acknowledged and agreed that the Premises is presently under contract to be sold by Mortgagors to Bell Valley Commons, LLC pursuant to various Agreements for Deed, and said Agreements for Deed (as amended from time to time) do not constitute a violation of this Due on Sale provision and shall not operate in any way to accelerate the maturity of the indebtedness evidenced by the Note.

26. LOT SALES AND RELEASES FROM LIEN OF MORTGAGE.

Notwithstanding anything contained in this Mortgage or the Loan Documents to the contrary, it is specifically understood and agreed that Owner and Mortgagor shall continue to offer both individual platted lots and the unplatted portions comprising a part of the Premises for sale. Whenever any platted lot or unplatted portion comprising a part of the Premises is sold and conveyed to any purchaser an instrument which if duly recorded would operate to fully release such lot or other unplatted part of the Premises from the lien of this Mortgage will be executed and delivered by Mortgagee to Mortgagor upon Mortgagor's deposit of the Release Funds (as hereafter defined) into an escrow account with Mortgagee (the "Bell Valley Escrow") at the closing of the sale of such platted lot or unplatted part of the Premises. The "Release Funds" for each platted lot or unplatted portion comprising a part of the Premises shall be an amount equal to Eighty percent (80%) of the net sales proceeds for such platted lot or unplatted portion comprising a part of the Premises. It is further specifically understood and agreed that Mortgagor or Bell Valley Commons LLC shall be entitled to receive an amount equal to Twenty percent (20%) of the net sales proceeds for such platted lot or unplatted portion comprising a part of the Premises at the closing of the sale of such platted lot or unplatted part of the Premises. The Release Funds shall be held in the Bell Valley Escrow with Mortgagee until the Note is paid in full or refinanced by Obligor, in which event the Release Funds shall be disbursed and paid directly to Mortgagor or Bell Valley Commons LLC (as may be directed in writing by Mortgagor). Should Obligor be in default to Mortgagee, and such default remains uncured for thirty (30) days after notice to Mortgagor, Mortgagee may apply some or all of the Release Funds to the balances due under the Note.

27. MISCELLANEOUS. This Mortgage and all provisions hereof shall extend to and be binding upon Owner and their successors, grantees and assigns, any subsequent owners of the Premises and all persons claiming under or through Owner. The word "Mortgagee," when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other

provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and of all other documents evidencing or securing the indebtedness shall be construed in accordance with the laws of the State of Illinois.

Should any provision of this Mortgage require interpretation or construction in any judicial, administrative, or other proceeding or circumstance, it is agreed that the parties hereto intend that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties hereto have fully participated in the preparation of all provisions of this Mortgage.

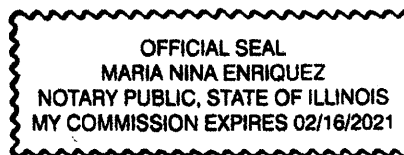
IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

SIGNATURE PAGES ATTACHED BELOW

INTENTIONALLY LEFT BANK

By: Carla Cox
Carla Cox, as to an undivided one-ninth
interest

STATE OF Illinois)
)
DuPage COUNTY) SS



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT CARLA COX, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, as having executed the same, appeared
before me this day in person and acknowledged that she signed, sealed and delivered the said
instrument as her free and voluntary act for the purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of November, 2018

M. Enriquez
Notary Public

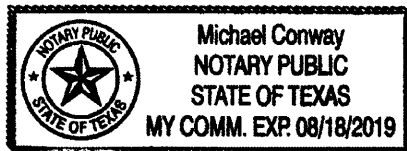
By: Roslyn Hill
Roslyn Hill, as to an undivided one-ninth
interest

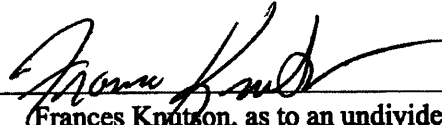
STATE OF Texas)
) SS
Harris COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT **ROSLYN HILL**, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, as having executed the same, appeared
before me this day in person and acknowledged that she signed, sealed and delivered the said
instrument as her free and voluntary act for the purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3 day of November, 2018

Michael Conway
Notary Public



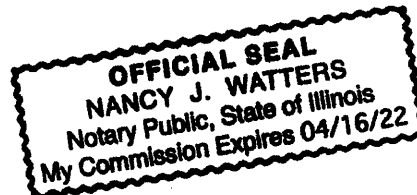
By: 
Frances Knutson, as to an undivided one-
ninth interest

STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT FRANCES KNUTSON, personally known to me to be the same
person whose name is subscribed to the foregoing instrument, as having executed the same,
appeared before me this day in person and acknowledged that she signed, sealed and delivered
the said instrument as her free and voluntary act for the purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 6th day of November, 2018


Notary Public



Nicholas Castrogiovanni and Chrystine J. Castrogiovanni, as Co-Trustees under the provisions of a Trust Agreement dated December 16, 2009, known as the Castrogiovanni Family Trust, as to an undivided one-ninth interest:

By: [Signature]
Nicholas Castrogiovanni, Co-Trustee

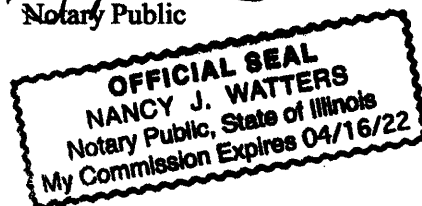
By: [Signature]
Chrystine J. Castrogiovanni, Co-Trustee

STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT NICHOLAS CASTROGIOVANNI and CHRYSTINE J. CASTROGIOVANNI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 6th day of November, 2018

[Signature]
Notary Public



By *Gia Castrogiovanni*
Gia Castrogiovanni, as to an
undivided two-ninths interest

STATE OF ILLINOIS)
)
WINNEBAGO COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT **GIA CASTROGIOVANNI**, personally known to me to be the
same person whose name is subscribed to the foregoing instrument, as having executed the
same, appeared before me this day in person and acknowledged that she signed, sealed and
delivered the said instrument as her free and voluntary act for the purposes therein set forth,
including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 5th day of November, 2018

Marianne Mathews
MARIANNE MATHIEWS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 29, 2019
Notary Public

Lisa C. Lindman, as Trustee under the Joseph and Sharyn Castrogiovanni Descendant's Trust dated December 27, 1999, as to an undivided one-third interest:

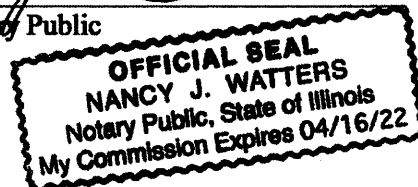
By _____
Lisa C. Lindman, Trustee

STATE OF ILLINOIS)
)
WINNEBAGO COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT **LISA C. LINDMAN**, personally known to me to be the same
person whose name is subscribed to the foregoing instrument, as having executed the same,
appeared before me this day in person and acknowledged that she signed, sealed and delivered
the said instrument as her free and voluntary act for the purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 6th day of November, 2018


Notary Public



Prepared By:

Thomas P. Sandquist
Attorney Thomas P. Sandquist
WilliamsMcCarthyLLP
120 W. State Street, Ste. 400
P.O. Box 219
Rockford, IL 61105-0219

Return To:

Midland States Bank
c/o Robert Opperman
1700 N. Alpine Road
Rockford, IL 61107

EXHIBIT A**LEGAL DESCRIPTION****PARCEL I:**

Pt NE 1/4 > Sec 26-44-2
Pt SE 1/4

PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND A PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26, WHICH POINT IS ON THE CENTERLINE OF BELL SCHOOL ROAD; THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER (1/4) SECTION, A DISTANCE OF 300.00 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 48 SECONDS EAST, 1326.09 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 39 SECONDS WEST (NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST DEED) ALONG THE EAST LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, A DISTANCE OF 480.00 FEET TO A POINT 323.40 FEET SOUTH FROM THE CENTERLINE OF MILL ROAD AS SAID CENTERLINE IS NOW LAID OUT; THENCE SOUTH 89 DEGREES 59 MINUTES 34 SECONDS WEST PARALLEL WITH THE CENTERLINE OF MILL ROAD, A DISTANCE OF 589.57 FEET TO THE EAST LINE OF PLAT NO. 5 OF BELLVIEW HEIGHTS SUBDIVISION, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 31 OF PLATS ON PAGE 122 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; (SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, 590.00 FEET DEED); THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 179.28 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26; THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER (1/4) SECTION 736.56 FEET (737.14 DEED) TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 40 FEET IN WIDTH FOR ROADWAY PURPOSES; AND EXCEPTING THEREFROM THAT PORTION CONTAINED IN RIGHT-OF-WAY PLAT BELL SCHOOL ROAD DEDICATION RECORDED

MARCH 23, 2009 AS DOCUMENT NO. 200900914777; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PIN: 12-26-401-002✓

COMMONLY KNOWN AS 1032 S. BELL SCHOOL ROAD, ROCKFORD, IL 61108

PARCEL II:

Pt SE 1/4 26-44-2

PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND A PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26, WHICH POINT IS THE CENTERLINE OF BELL SCHOOL ROAD; THENCE SOUTH, ALONG THE WEST LINE OF SAID QUARTER (1/4) SECTION, A DISTANCE OF 1327.81 FEET TO THE SOUTHWEST CORNER OF

THE NORTHWEST QUARTER (1/4) OF SAID SOUTHEAST QUARTER (1/4) OF SECTION 26; THENCE NORTH 88 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID QUARTER (1/4) QUARTER (1/4) SECTION, A DISTANCE OF 1326.77 FEET TO THE EAST LINE OF SAID QUARTER (1/4) QUARTER (1/4) SECTION; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID QUARTER (1/4) QUARTER (1/4) SECTION AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, A DISTANCE OF 1494.86 FEET TO A POINT, 323.40 FEET SOUTH FROM THE CENTERLINE OF MILL ROAD AS SAID ROAD IS NOW LAID OUT; THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, PARALLEL WITH THE CENTERLINE OF MILL ROAD, A DISTANCE OF 590.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS WEST, A DISTANCE OF 179.28 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26; THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID QUARTER (1/4) QUARTER (1/4) SECTION, A DISTANCE OF 737.14 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 40 FEET IN WIDTH FOR ROADWAY PURPOSES; FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND A PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26, WHICH POINT IS ON THE CENTERLINE OF BELL SCHOOL ROAD; THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER (1/4) SECTION, A DISTANCE OF 300.00 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 48 SECONDS EAST, 1326.09 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 39 SECONDS WEST (NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST DEED) ALONG THE EAST LINE OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, A DISTANCE OF 480.00 FEET TO A POINT 323.40 FEET SOUTH FROM THE CENTERLINE OF MILL ROAD AS SAID CENTERLINE IS NOW LAID OUT; THENCE SOUTH 89 DEGREES 59 MINUTES 34 SECONDS WEST PARALLEL WITH THE CENTERLINE OF MILL ROAD, A DISTANCE OF 589.57 FEET TO THE EAST LINE OF PLAT NO. 5 OF BELLVIEW HEIGHTS SUBDIVISION, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 31 OF PLATS ON PAGE 122 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; (SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, 590.00 FEET DEED); THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 179.28 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26; THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER (1/4) SECTION 736.56 FEET (737.14 DEED) TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 40 FEET IN WIDTH FOR ROADWAY PURPOSES; AND FURTHER EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FINAL PLAT OF BELL VALLEY COMMONS, BEING A SUBDIVISION OF PART OF THE

NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHERRY VALLEY, ILLINOIS; THE PLAT OF WHICH SUBDIVISION IS RECORDED NOVEMBER 26, 2008 IN BOOK 48 OF PLATS ON PAGE 186B AS DOCUMENT NO. 200800854460 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND FURTHER EXCEPTING THEREFROM THAT PORTION CONTAINED IN RIGHT-OF-WAY PLAT BELL SCHOOL ROAD DEDICATION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 200900914777; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PIN: 12-26-401-004✓

COMMONLY KNOWN AS 11XX S. BELL SCHOOL ROAD, ROCKFORD, IL 61108

PARCEL III:

THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 33 FEET FOR ROADWAY PURPOSES; ALSO EXCEPTING THEREFROM THE PREMISES AND EASEMENT RIGHTS GRANTED TO ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED FEBRUARY 5, 1967 AND RECORDED IN BOOK 1037 IN RECORDER'S RECORDS ON PAGE 383 IN SAID RECORDER'S OFFICE; AND FURTHER EXCEPTING THE PLAT OF BELL VALLEY COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHERRY VALLEY, ILLINOIS; THE

PLAT OF WHICH SUBDIVISION IS RECORDED NOVEMBER 26, 2008 IN BOOK 48 OF PLATS ON PAGE 186B AS DOCUMENT NO. 200800854460 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PART LYING WITHIN THE RIGHT-OF-WAY DEDICATION PLAT RECORDED IN BOOK 40 OF PLATS ON PAGE 13A IN SAID RECORDER'S OFFICE; EXCEPTING THEREFROM THAT PORTION CONTAINED IN RIGHT-OF-WAY PLAT BELL SCHOOL ROAD DEDICATION RECORDED MARCH 23, 2009 AS DOCUMENT NO. 200900914777; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PIN: 12-26-451-003✓

COMMONLY KNOWN AS 13XX S. BELL SCHOOL ROAD, ROCKFORD, IL 61108

PARCEL IV:

LOTS ONE (1), TWO (2), THREE (3) AND FIVE (5) AS DESIGNATED UPON FINAL PLAT NO. 1 OF BELL VALLEY COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHERRY VALLEY, ILLINOIS; THE PLAT OF WHICH SUBDIVISION IS RECORDED NOVEMBER 26, 2008 IN BOOK 48 OF PLATS ON PAGE 186B AS DOCUMENT NO. 200800854460 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; EXCEPTING THEREFROM THOSE PORTIONS OF LOT ONE (1) CONVEYED TO THE COUNTY OF WINNEBAGO BY BELL VALLEY COMMONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY BY QUIT CLAIM DEED RECORDED MAY 10, 2013 AS DOCUMENT NO. 20131019374; SITUATED IN THE COUNTY OF WINNEBAGO AND THE

12-26-453-006 Pt Lt 1
12-26-453-004 Lt 2
12-26-453-008 Lt 3
12-26-452-004 Lt 5

Pt SE 1/4 26-44-2

STATE OF ILLINOIS.

PINS: 12-26-453-006; 12-26-453-004; 12-26-453-002; 12-26-452-004✓

COMMONLY KNOWN AS: 1462 S. BELL SCHOOL ROAD; 1461 BELL VALLEY ROAD; 1397
BELL VALLEY ROAD & 1446 BELL VALLEY ROAD; ROCKFORD, IL 61108