

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 055046

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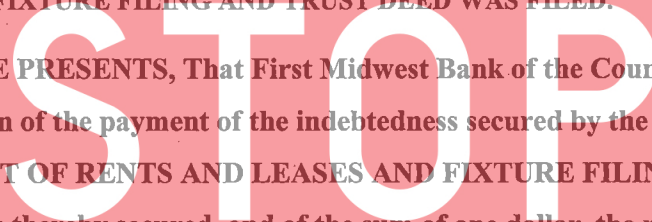
MICHAEL B. BROWN  
RECORDER

RELEASE OF MORTGAGE,  
SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES  
AND FIXTURE FILING  
AND TRUST DEED  
(ILLINOIS)

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**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND TRUST DEED WAS FILED.**



KNOW ALL MEN BY THESE PRESENTS, That First Midwest Bank of the County of Dupage and State of Illinois for and in consideration of the payment of the indebtedness secured by the MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto BOILERMAKER LAND, LLC and their heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever the bank may have acquired in, through or by a certain MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, bearing date the 5<sup>TH</sup> day of JUNE, 2014 and recorded in the Recorder's Office of LAKE County, in the State of Indiana, in book --- of records, on page ---, as Document No. 2014 055115, to the premises therein described as follows, situated in the County of LAKE, State of Indiana, to wit:

SEE EXHIBT "A" "B" AND "C"

Together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): 45-16-10-128-007.000-042, 45-16-10-128-008.000-042, 45-16-10-128-009.000-042 AND 45-16-10-128-010.000-042

Address of premises: 628, 606, 590 AND 520 110<sup>TH</sup> AVENUE, CROWN POINT, IN 4630

22 -  
10392

E RM

RETURN TO  
Chicago Title  
Closer:  
File No. 496319

Witness our hands, this 2<sup>ND</sup> day of AUGUST, 2016.

FIRST MIDWEST BANK

By: Michael J Milligan  
Michael J Milligan S.V.P.  
Its: \_\_\_\_\_

By: John Prosia  
John Prosia S.V.P.  
Its: \_\_\_\_\_

This instrument was prepared by:

First Midwest Bank  
P.O. Box 9003  
Gurnee, IL 60031  
ATTN: Michael J. Milligan

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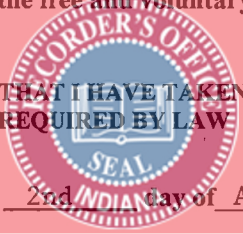
STATE OF ILLINOIS  
COUNTY OF DUPAGE

**This Document is the property of the Lake County Recorder!**

I, the undersigned, a notary public in and for said County, In the State aforesaid, DO HEREBY CERTIFY that

Michael J Milligan, personally known to me to be the S.V.P. of First Midwest Bank and John Prosia, personally known to me to be the S.V.P. of said banking corporation, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Michael J Milligan and John Prosia, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

**STOP**



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

GIVEN under my hand and notary seal this 2nd day of August, 2016.

Toesana E. Johnson  
Notary Public

Commission Expires 04/04/20

MAIL TO: FIRST MIDWEST BANK  
P.O. BOX 9003  
GURNEE, IL 60031  
154029265-69249  
L. PINTOZZI - WESTMONT



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Lots 44, 45, 46 and 47, Crown East Industrial Park Unit Four, as per plat thereof, recorded in Plat Book 100 page 13, in the Office of the Recorder of Lake County, Indiana

Commonly known as 628, 606, 590 and 520 110th Avenue, Crown Point, IN 46307



EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for 2013 and subsequent years.
2. Other matters as approved in writing by the Lender.



EXHIBIT C

INSURANCE COVERAGE

The Mortgagor will insure and cause to be insured and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, and in any event including:

- (a) Insurance against loss to the Improvements, fixtures and personal property caused by fire, lightning and risks covered by the so-called "Extended Coverage" endorsement together with "vandalism and malicious mischief" and "sprinkler leakage" endorsements, or by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts (but in no event less than the initial stated principal amount of the Loans) equal to the full replacement value of the Improvements, fixtures and personal property, plus the cost of debris removal, with full replacement cost endorsement;
- (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises with such limits as the Mortgagee may reasonably require and in any event not less than \$2,000,000.00 single limit coverage;
- (c) Rent and rental value insurance (or, at the discretion of Mortgagee, business interruption insurance) in amounts sufficient to pay during any period of up to one (1) year in which the Improvements may be damaged or destroyed (i) all projected annual rents derived from the Premises, and (ii) all amounts including, but not limited to, all Taxes, assessments, utility charges, operating expenses and insurance premiums, required herein to be paid by the Mortgagor or by tenants of the Premises;
- (d) Broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance (if any thereof are located at the Premises), providing for full repair and replacement cost coverage, and other insurance of the type and in amounts as the Mortgagee may reasonably require, but in any event not less than that customarily carried by persons owning or operating like properties;
- (e) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's contingent liability not covered by the insurance provided in subsection (b) above, and (ii) Worker's Compensation insurance covering all persons engaged in making such alterations or improvements;
- (f) Federal Flood Insurance in the maximum obtainable amount up to the amount of the Indebtedness evidenced by the Loans, if the Premises is in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973, as amended;
- (g) Such other insurance of the types and in amounts as the Mortgagee may require in its commercially reasonable discretion, but in any event not less than the types and coverages of insurance customarily carried by persons owning and operating like properties, including coverage required under the Construction Loan Agreement; and



(h) Mortgagor shall at its own expense furnish such insurance appraisals as may be required by Mortgagee from time to time (and in any event not more often than once every 2 years) to ascertain the full replacement cost of the Improvements for the purposes of subsection (a) above.

(g) If the Mortgagor fails to provide the Mortgagee with evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at the Mortgagor's expense to cover the Mortgagee's interest in the Premises. The insurance may, but need not, protect the Mortgagor's interest. The coverages that the Mortgagee purchases may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the Premises, the Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance the Mortgagor may be able to obtain on its own.

All policies of insurance to be maintained and provided as required by Section 6 hereof shall: (a) be in forms, with companies and in amounts reasonably satisfactory to Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to Mortgagee; (b) contain endorsements that no act or negligence of the insured or any occupant, and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies, will affect the validity or enforceability of such policies as against Mortgagee; (c) be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer; (d) provide for thirty (30) days' prior written notice of cancellation to Mortgagee; (e) contain no deductible amount in excess of an amount reasonably satisfactory to Mortgagee; and (f) provide that any waiver of the insurer's subrogation rights shall not void coverage; and Mortgagor will deliver all policies, including additional and renewal policies, to Mortgagee and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. Mortgagor shall, in addition, furnish Mortgagee on or about each yearly anniversary hereof, with insurance certificates issued by the insurers providing insurance coverage on the Premises attesting to the amounts and types of coverages insuring same.