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Cook County Recorder

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MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF LEASES AND RENTS

1131-1155 S. Lee Street Des Plaines, Illinois 60016 12/ 12/

THIS MODIFICATION OF MORTGAGE AND OF ASSIGNMENT OF LEASES AND RENTS ("Agreement") is made as of the 12th day of July, 2000 by CHICAGO TITLE LAND TRUST COMPANY FORMERLY KNOWN AS CHICAGO TRUST COMPANY, AS SUCCESSOR TRUSTFE TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER THAT CERTAIN TRUST NO. 1085164, DATED APRIL 10, 1984 (hereinafter called the "Mortgageor"), and COVEST BANC NATIONAL ASSOCIATION, formerly known as CoVest Bank, F.S.B. (hereinafter called the "Mortgagee").

RECITALS

- A. Mortgagor is the owner of the real property located at 1131 to 1155 S. Lee Street, City of Des Plaines, County of Cook, State of Illinois, as more particularly described in **Exhibit A** attached hereto (said real property, together with any real property hereinafter encumbered by the lien of the Mortgage, as defined below, together with all improvements now or hereafter located thereon, being hereinafter collectively referred to as the "Mortgaged Property");
- **B.** Mortgagee made and Mortgagor accepted, a loan in the amount of THREE MILLION EIGHT HUNDRED AND FIFTY THOUSAND AND NO/100 U.S. DOLLARS (\$3,850,000) (the "**Original Loan**") which loan was originally evidenced and secured by, among other things, (i) that certain Note (the "**Original Note**") dated as of July 28, 1997 in the amount of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 U.S. DOLLARS (\$3,850,000) from Mortgagor to the order of Mortgagee; (ii) that certain Mortgage dated July 28, 1997 from Mortgagor to Mortgagee encumbering the Mortgaged Property and recorded in the Cook County Registrar of Deeds on October 28, 1997 as Document No. 97-805731 (the "**Mortgage**"), (iii) that certain Assignment of Leases and Rents dated July 28, 1997 from Mortgagor to Mortgagee encumbering the Mortgaged Property and recorded in the Cook County Registrar of Deeds on October 28, 1997 as Document No. 97-805732 (the

BOX 333-CT

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"Assignment of Leases and Rents") and (iv) each of the other documents and instruments which evidenced and secured the Loan, are hereinafter referred to collectively as the "Original Loan Documents".

- C. Mortgagor has requested and Mortgagee has agreed to amend and replace the Original Loan with a new loan (the "Replacement Loan") which is evidenced and secured by, among other things, (i) that certain Loan and Security Agreement dated July 12, 2000 (the "Loan Agreement"), (ii) that certain Note in the amount of FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$4,500,000) (the "Replacement Note") and (iii) each of the other documents and instruments which evidence and secure the Loan Agreement and the Replacement Note, are be reinafter referred to collectively as the "Other Loan Documents".
- **D.** In connection with the Replacement Loan and the execution and delivery of the Loan Agreement, the parties hereto have agreed to execute and deliver this Agreement.

AGREEMENT

- **NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby colmowledged, the parties hereto agree as follows:
- 1. Replacement of the Original Loan. The Original Note and the Original Loan Documents have been replaced in their entirety pursuant to the terms of the Replacement Note, the Loan Agreement and the Other Loan Documents.
- 2. Amendment to the Mortgage. (a) All the references in the Mortgage to the Note are replaced in their entirety with the description of the indebtedness and other obligations secured, evidenced or otherwise covered by the Replacement Note, the Loan Agreement and the Other Loan Documents.
- (b) The term "Borrower" as used in the Mortgage is hereby amended to mean Michael S. Porpora and Phillip Porpora.
- (c) On page 2 of the Mortgage, under the definition section entitled "Indebtedness" the language "At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$6,000,000" is hereby deleted.
 - (d) The following provision is hereby added to the Mortgage:
 - "Operating Cash Flow" for any period, net operating income of the Mortgage Property at 1131 to 1155 S. Lee Street plus, but only to the extent such items will be deducted in determining the net operating income, depreciation and amortization of assets.

"Debt Service" - as to the Mortgagor at any date, the sum of all payments of principal and interest on Indebtedness of the Mortgagor for

borrowed money which shall be due and payable under the Secured Term C Note.

"Debt Service Coverage" - as of any date of determination, the quotient, expressed as a percentage (which may be in excess of 100%), determined by dividing the Operating Cash Flow for a particular fiscal year by Debt Service for such year.

The Mortgagor covenants and agrees that the Mortgagor shall at all times maintain a Debt Service Coverage at least 110%. The Debt Service Coverage calculation shall be performed after the conclusion of every fiscal year. If the Debt Service Coverage at any time shall fall below 110%, the Mortgagor shall deposit into an interest-bearing cash collateral account held by Mortgagee (the "Deposit") a sufficient sum of money so that the aggregate balance of the Deposit is not less than four (4) times the amount required to achieve a Debt Service Coverage of 110% for the applicable fiscal year. All interest shall accrue and be added to the sums deposited. All Deposits required under this section shall be made by the Mortgagor with the Mortgagee within ten (10) days of demand therefor, and it shall be an Event of Default enabling the Mortgagee to pursue any and all remedies to which it is entitled to hereunder if any deposit is not made as required hereby. If at any time the Debt Service Coverage for the applicable fiscal year shall each exceed 110% and the Mortgagee shall be holding a Deposit from a previous fiscal quarter, the Mortgagee shall refund such Deposit to the Mortgagor, together with interest accrued thereon.

- (e) The Borrower's obligations under the Replacement Note is secured by, among other things, the Mortgage, the Assignment of Leases and Rents, and UCC financing statements and various other liens and encumbrances (collectively, the "Lien Instruments"). The Loan Agreement, Replacement Note and Other Loan Documents are cross collateralized so that an event of default under any of said documents shall entitle the Mortgagee the right to enforce its rights under any one or more of the Lien Instruments.
- (f) On Page 8 of the Mortgage, delete all the language in the "Multiple Parties" section and replace it with the following language: All obligations of Grantor and Borrower under this mortgage shall be joint and several and all references to Grantor shall mean both Grantor and Borrower, and all references to Borrower shall mean Borrower and Grantor. This means that each of the persons signing below and the Borrower is responsible for all the obligations of this Mortgage.
- (g) The term "Mortgagee" includes the original Mortgagee and also any future owner or holder, including the pledgees and participants, of the Replacement Note or any interest therein.
- (h) On page 8 of the Mortgage, at the end of the section "Mortgage in Possession" add the language:

"Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Mortgaged Property, and Lender hereunder may be appointed as such receiver. Such receiver shall have power: (a) to collect the rent during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rent; (b) to extend or modify any leases and to make new leases, which extensions, modifications and new leases may provide for erms to expire, or for options to lessees to extend or renewal terms to expire, beyond the maturity date of the indebtedness hereunder and Levend the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from any judgment or decree of foreclosure, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may Lo necessary or are usual in such cases for the protection, possession, cor ro', management and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part (c. (x) the debt or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to any foreclosure sale; and (y) the deficiency in case of a sale and deficiency."

(i) Add the following language to the Mortgage:

"In any case in which under the provisions of this Mortgage. Lender has a right to foreclose the lien hereof, Borrowei shall, forthwith, upon demand by Lender, surrender to Lender, and Lender shall be entitled to take actual possession of, the Mortgaged Property or any part thereof personally or by its agent or attorneys. In such event, Londer in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Mortgaged Property together with all documents, books, records, papers and accruals of Borrower or the then owner of the Mortgaged Property relating thereto and may exclude Borrower its agents or servants wholly therefrom and may, as attorney in fact, as agent for Borrower or in its own name as Lender, and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rent of the Mortgaged Property, including

actions for the recovery of rent, actions in forcible retainer and actions in distress for rent, and with full power: (a) to cancel or terminate any leases for any cause or on any ground which would entitle Borrower to cancel the same; (b) to elect to disaffirm any leases which are then subordinate to the lien hereof, unless such leases are covered by a nondisturbance agreement signed by Lender; (c) to extend or modify any then existing leases and to make new leases which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure vale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upin Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (4) 10 make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Lender's possession, operation and management thereof; and (f) to receive all of such rent; Borrower hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without cotice to Borrower. Without limitation on the foregoing, in addition to any rights granted Lender hereunder or under applicable law, Lender shall have all powers, rights and duties as provided for in Sections 15-1701, 15-1702 and 15-1703 of the Act," as defined below.

(j) Add the following language regarding protective advances:

"All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq. ("Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to (collectively, "Protective Advances"):

- (i) all advances by Lender in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild any improvements upon the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;
- (ii) payments by Lender of: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior

mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

- (iii) advances by Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;
- (iv) attorneys' fees and other expenses incurred: (i) in connection with the forcelosure of this Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder; or (iii) in the preparation for the commencement of defense of any such foreclosure or other action;
- (v) Lender's fles and costs, including attorneys' fees, arising between the entry of judgment of for sclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;
- (vi) expenses deductific from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act; and
- expenses incurred and expenditures made by Lender for any one or more of the following: (i) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (ii) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Lender takes possession of the Mortgaged Property imposed by subsection (c)(1) of Section 15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed tylender to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member if any way affecting the Mortgaged Property; (vii) costs incurred by Lender for demolition, preparation for and completion of construction; and (viii) pursuant to any lease or other agreement for occupancy of the Mortgaged Property.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) determination of the amount of indebtedness secured by this Mortgage at any time; (ii) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose; (iii) if right of redemption is deemed not to be waived by this Mortgage, computation of amount recaired to redeem, pursuant to subsections (d)(2) and (e) of Section 15-1603 of the Act; (iv) determination of amounts deductible from sale proceeds pursuant to Section 15-15.12 of the Act; (v) application of income in the hands of any receiver or Lender in possession; and (vi) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of Sections 15-1508 and Section 15-1511 of the Act."

(k) Add the following language to the Mortgage regarding business loans and statutory exemptions:

"Borrower acknowledges and agrees that (i) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amonded (815 ILCS 205/4(1)(1)); (ii) that the indebtedness secured hereby constitute a business loan which comes within the purview of said Section 4; and (iii) that the secured indebtedness is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq. Borrower acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201 (1992)) or residential real estate (as defined in 735 5/15-1219 (1992))."

- (l) Add the following language regarding maximum mortgage loan secured: "In no event shall the total amount of the Debt ph s such additional amounts secured hereby exceed 300% of the original principal amount of the Replacement Note."
- (m) Add the following language to the Mortgage regarding valver of statutory rights:

"TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BORROWER SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY HOMESTEAD, APPRAISEMENT, 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. BORROWER FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE MORTGAGED PROPERTY AND ESTATES COMPRISING

THE MORTGAGED PROPERTY MARSHALED UPON FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE MORTGAGED PROPERTY SOLD AS AN ENTIRETY. BORROWER HEREBY WAIVES AND ANY ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE. THE FOREGOING WAIVER OF THE RIGHT OF REDEMPTION IS MADE PURSUANT TO SECTION 15-1601 TO THE FULLEST EXTENT PERMITTED BY OF THE ACT. APPLICABLE LAW, BORROWER FURTHER WAIVES DILIGENCE, I E MAND, PRESENTMENT, PROTEST AND NOTICE OF EVERY KIND IN CONNECTION WITH THE DELIVERY, ACCEPTANCE. PERFORMANCE, DEFAULT OR ENFORCEMENT OF THIS MORTGAGE AND THE DEBT."

- 4. Amendment to the Assignment of Leases and Rents. (a) All references to Phil & Mike's Lee Auto Parts, Inc., D&L Automotive Warehouse, Inc. and Phil and Mike Porpora Real Estate Partnership in the Assignment of Leases and Rents are replaced with Michael S. Porpora and Philip Porpora.
- (a) The term "Note" as used therein is amended and replaced to refer to the Replacement Note.
- 5. **Reaffirmation**. Mortgagor acknowledges and reaffirms all of the obligations contained in the Original Note, the Mortgage, Assignment of Leases and Rents and the other Loan and Documents.
- 6. Representations and Warranties. Mortgagor hereby restates all of the representations and warranties contained in the Mortgage and Assignment of Leases and Rents as of the date hereof.
- 7. Entire Agreement. The Replacement Note, the Nortgage, the Assignment of Leases, the Loan Agreement and the Other Loan Documents constitute the entire agreement between the parties hereto and there are no oral or other written agreements between the parties nor any oral representations of either party relative to the subject matter hereof.
- 8. Payment of Expenses. Mortgagor agrees, upon demand, to reimburse and hold Mortgagee harmless against liability for the payment of all reasonable out-of-pocket expenses arising from and in connection Mortgagee's amendment and modification of the Original Note, the Mortgage, Assignment of Leases and Rents and the Loan Documents, including without limitation, the reasonable fees and expenses of counsel for Mortgagee, recording taxes and fees, and outlays for title endorsements. This obligation is construed as being in addition to, and not in derogation of any reimbursement obligation set forth in the Restated Note, the Mortgage and the Other Loan Documents.

- Conflicts. In the event of any conflicts between this Agreement and the Mortgage or the Assignment of Leases and Rents this Agreement shall control.
- Successors and Assigns. The provisions of this Agreement shall be 10. binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights of Lender under the Loan Agreement is assignable.
- Severability. If any term, covenant, provision or condition contained 11. herein shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant, provision or condition.
- Counterparts. This Agreement may be executed in one or more counterparts each of which shall constitute an original and all of which taken together shall be deemed to be one agreement.
- No Cierrs Mortgagor hereby acknowledges and agrees that, as of the date hereof:
 - Neither Mortgagor nor Mortgagee is in default under any obligation arising under or connection with any of the Mortgage, the Assignment of Leases and Rents or the Loan Documents; and
 - Mortgagor hereby regives and releases any and all defenses, setoffs and claims which Mortgagor may be entitled to or may raise against Mortgagor or any other party arising out of the Mortgage, the Assignment of Leases and Rents or the Loan Documents, the administration of the Mortgage, Assignment of Leases and Rents or the Loan Document or any oral or written correspondence or transactions in connection with the Loan Documents prior to the execution of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as an instrument under seal as of the date first written above.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY FORMERLY KNOWN AS CHICAGO TRUST ASSOCIATION COMPANY, AS SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER THAT CERTAIN

TRUST AGREEMENT DATED APRIL 10, 1984 NO. 1085164

By: Wa WIND

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and avery one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the excercise of the powers conferred upon it as such Trustee; and that popersonal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS	30	
COUNTY OF COOK	SS.	
satisfactory evidence to be of CHICAGO TITLE LAND TRUST NO. 1085164, DAT	TRUST COMPANTED APRIL 10, 1 ged to me that the eed of said entity SEAL* Ceboy Company Know April 10, 10, 10, 10, 10, 10, 10, 10, 10, 10,	me, the undersigned, personally appeared on to be (or proved to me on the basis of who executed the within instrument as Y, AS TRUSTEE, UNDER THAT CERTAIN 1984, the entity that executed the within e foregoing was such person's free act and Notar Public in and for said County and State My commission expires:
		•

EXHIBIT A

LEGAL DESCRIPTION

LOTS 3, 4 AND 5 IN AUGUST RADDATZ' SUBDIVISION OF PART OF THE NORTHEAST '4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LEE STREET AND WEST OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1921 AS DOCUMENT 144799, IN COOK COUNTY, ILLINOIS

PIN NUMBERS:

09-20-214-008-0000 09-20-214-011-0000

09-20-214-012-0000 09-20-214-013-0000

COMMON STREET ADDRESS

1131-1155 S. Lee Street, Des Plaines, Illinois

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:

Hopkins & Sutter Three First National Plaza Suite 4100 Chicago, Illinois 60602 Attention: Douglas S. Buck