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2000-12-26 13:04:20
Cook County Recorder 45.00

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



0001009613

PERMANENT TAX INDEX NUMBER:

25-11-212-020-0000

PROPERTY ADDRESS:

1401-1565 East 98th Place (Building 13)
Chicago, Illinois 60628

7750996 JFEHN D1

FIRST AMENDMENT TO LOAN DOCUMENTS

This FIRST AMENDMENT TO LOAN DOCUMENTS dated as of September 9, 2000 (the "First Amendment"), is executed by and among ASHLEY CALUMET, LLC, an Illinois limited liability company, as successor-in-interest to Calumet Business Center, an Illinois limited partnership (the "Borrower"), ASHLEY HOLDINGS II, LLC, an Illinois limited liability company (the "Guarantor"), whose addresses are c/o Ashley Capital, Inc., 745 Fifth Avenue, Suite 900, New York, New York 10151, Attention: Mr. Paul D. Rubacha and Ms. Lori Roth, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Lender has previously made a revolving mortgage loan to the Borrower (the "Loan"), as evidenced by that certain Revolving Mortgage Note dated as of September 9, 1998 in the maximum original principal amount of Three Million and 00/100 Dollars (\$3,000,000.00), executed by the Borrower and made payable to the order of the Lender and maturing on September 9, 2000 (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note").

B. The Loan is secured by, among other things, the following (which together with the Note and any and all documents or instruments entered into in connection with the Loan being collectively referred to herein as the "Original Loan Documents"):

- (i) Revolving Mortgage, Security Agreement and Financing Statement dated as of September 9, 1998, executed by St. Paul Trust Company, an Illinois corporation, not personally, but solely as Predecessor Trustee to Suburban Bank and Trust

BOX 333-CTI

Company (the "Trustee") under a Trust Agreement dated March 28, 1981 and known as Trust No. 8-7063, to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 14, 1998 as Document No. 98818345 (the "Fee Mortgage"), which Fee Mortgage encumbers the fee interest of the Trustee in and to the real property and improvements thereon legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

- (ii) Assignment of Rents and Leases dated as of September 9, 1998, executed by the Trustee to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 14, 1998 as Document No. 98818346 (the "Fee Assignment of Rents"), which Fee Assignment of Rents encumbers the Premises;
- (iii) Revolving Leasehold Mortgage, Security Agreement and Financing Statement dated as of September 9, 1998, executed by the Borrower to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 14, 1998 as Document No. 98818347 (the "Leasehold Mortgage"), which Leasehold Mortgage encumbers the leasehold interest of the Borrower in the Premises;
- (iv) Assignment of Rents and Leases dated as of September 9, 1998, executed by the Borrower to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 14, 1998 as Document No. 98818348 (the "Leasehold Assignment of Rents"), which Leasehold Assignment of Rents encumbers the Premises;
- (v) Guaranty of Payment and Performance and Indemnification dated as of September 9, 1998, executed by Ashley Holdings II, LLC, an Illinois limited liability company ("Guarantor"), to and for the benefit of the Lender (the "Guaranty"); and
- (vi) Environmental Indemnity Agreement dated as of September 9, 1998, jointly and severally executed by the Borrower and the Guarantor to and for the benefit of the Lender (the "Indemnity");

C. As of the date of the Note, the Trustee was the record owner of the fee simple estate in and to the real estate, and the improvements located thereon, described on Exhibit "A" attached hereto and by reference incorporated herein (the "Property"), which Property is encumbered by the Loan Documents.

D. Under and pursuant to that certain Trustee's Deed dated April 19, 2000 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 5, 2000 as Document No. 00321224 (the "Deed"), the Trustee conveyed to the Borrower all of its right, title and interest in and to the Property.

E. Under and pursuant to that certain Assumption and Consent Agreement dated as of April 19, 2000, by and among the Borrower, the Guarantor and the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 1, 2000 as Document No. 00683268 (the "Assumption Agreement"), the Borrower assumed all of the obligations and liabilities of the Trustee for the Loan under and pursuant to the Fee Mortgage and the Fee Assignment of Rents (collectively, the Assumed Loan Documents"; the Original Loan Documents, as modified and amended by the Assumption Agreement being collectively referred to herein as the "Loan Documents"), and the Borrower and the Guarantor reaffirmed their respective obligations and liabilities to the Lender under and pursuant to the Loan Documents.

F. The Borrower and the Guarantor have requested to modify and amend the Loan Documents to (i) provide for an extension of the maturity date of the Note from September 9, 2000 to September 1, 2002, and (ii) to increase the maximum outstanding principal amount of the Loan available for direct advances and the issuance of letters of credit, as evidenced by the Note from Three Million and 00/100 Dollars (\$3,000,000.00) to Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00), and the Lender has agreed to such extension of the maturity date and principal increase in the Loan, provided the Borrower and the Guarantor comply with the terms and conditions of this First Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this First Amendment shall have the meanings assigned thereto in the Loan Documents.
3. Extension of Maturity. The maturity date of the Loan evidenced by the Note is hereby extended from September 9, 2000 to September 1, 2002 (the "Maturity Date"), and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "September 9, 2000" is hereby changed to "September 1, 2002" each time it appears in the Loan Documents.
4. Increase in Maximum Principal amount of the Loan. The maximum aggregate principal amount of the Loan (the "Maximum Commitment") available to the Borrower for revolving advances and the issuance of Letters of Credit (as hereinafter defined) by the Lender is hereby increased to the amount of THREE MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$3,500,000.00) from the date hereof through the Maturity Date, and all of the Loan Documents are hereby modified and amended accordingly. The maximum principal amount of the Loan available from time to time for direct revolving advances during the term of the Loan shall equal the Maximum Commitment less the Letter of Credit Obligations (as hereinafter defined) outstanding at any time. Without limitation on the generality of the

foregoing, the amount "Three Million and 00/100 Dollars (\$3,000,000.00)" is hereby changed to "Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00)" each time it appears in the Loan Documents, including, without limitation, the Note, the Fee Mortgage and the Leasehold Mortgage.

The term "Letter of Credit Obligations" shall mean an amount equal to the aggregate of the original face amount of all letters of credit issued by the Lender (each, a "Letter of Credit" and collectively, the "Letters of Credit") in its sole discretion under the revolving line of credit evidenced by the Note, as amended hereby, less the sum of (a) the amount of any reductions in the original face amount of any Letter of Credit which did not result from a draw thereunder, plus (b) the amount of any payments made by the Lender with respect to any draws made under a Letter of Credit for which the Borrower has reimbursed the Lender, plus (c) the portion of any issued but expired Letter of Credit which has not been drawn by the beneficiary thereunder. For purposes of determining the Letter of Credit Obligations outstanding at any time, the Lender's acceptance of a draft drawn on the Lender pursuant to a Letter of Credit shall constitute a draw on the applicable Letter of Credit at the time of such acceptance. Each Letter of Credit shall be issued by the Lender only after the execution by the Borrower and the acceptance by the Lender of (i) a Master Letter of Credit Agreement, and (ii) an Application for Letter of Credit (collectively, the "Letter of Credit Agreement"), each in form and substance acceptable to the Lender, in its sole and absolute discretion. Any draws made under a Letter of Credit for which the Borrower has not reimbursed the Lender in full following demand from the Lender, shall be converted to a direct advance under the Note and shall bear interest and shall be payable upon the terms and conditions set forth in the Note, as amended hereby. Each Letter of Credit issued under the Loan must have an expiry date of not later than the Maturity Date.

5. Interest Rate. The principal balance of the Loan outstanding shall bear interest at the Borrower's option from time to time of (a) a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined) plus one-half of one percent (0.50%) (the "Prime Interest Rate"), or (b) a fixed per annum rate of interest equal to "LIBOR" (as hereinafter defined) for the relevant "Interest Period" (as hereinafter defined), plus two percent (2.00%) (the "LIBOR Interest Rate"). From and after the date of any Default (as defined in the Note), interest on funds outstanding from time to time shall accrue at a floating per annum rate of interest equal to the Prime Interest Rate plus three percent (3.00%) (the "Default Rate"), and shall be payable upon demand from the Lender. All interest payable hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be then most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. The effective date of any change in the Prime Interest Rate shall for purposes hereof be the date the Prime Rate is changed by the Lender. The Lender shall not be obligated to give notice of any change in the Prime Rate. All or any portion of the outstanding principal of this Note bearing interest at the Prime Interest Rate (each, a "Prime Loan") may be prepaid in whole or in part, together with all accrued interest thereon to the date of such prepayment, at any time without premium or penalty.

"LIBOR" shall mean a per annum rate of interest equal to the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant advance or all or any portion of the outstanding principal balance of this Note which will bear interest at the LIBOR Interest Rate (each, a "LIBOR Loan") and for a period equal to the relevant Interest Period are offered generally to the Lender (rounded upward if necessary, to the nearest 1/16 of 1.00%) in the London Interbank Eurodollar market at 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the commencement of each Interest Period, adjusted for any reserve percentages as set by the Federal Reserve System for determining reserves to be maintained by member banks for Eurocurrency liabilities, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion, such rate to remain fixed for such Interest Period. The Lender's determination of LIBOR as provided herein shall be conclusive, absent manifest error. Each LIBOR Loan must be in the minimum amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or a higher integral multiple of One Hundred Thousand and 00/100 and 00/100 Dollars (\$100,000.00). The Maker may have no more than five (5) LIBOR Loans outstanding at any one time. The principal balance of any LIBOR Loans may not be prepaid in whole or in part at any time. If, for any reason, any LIBOR Loan is paid prior to the last Business Day of its then-current Interest Period, the Maker agrees to indemnify the Lender against any loss (including any loss on redeployment of the funds repaid), cost or expense incurred by the Lender as a result of such prepayment.

"Interest Period" shall mean, with regard to any LIBOR Loan, successive periods up to and including 364 days as selected from time to time by the Maker by notice given to the Lender not less than two Business Days prior to the first day of each respective Interest Period; provided, however, that: (i) each Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires, (ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; (iii) the final Interest Period shall be such that its expiration occurs on or before the Maturity Date, and (iv) if for any reason the Maker shall fail to select timely a period, then it shall be deemed to have selected a one-month period.

"Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (i) United States dollar deposits of sufficient amount and maturity for funding any LIBOR Loan are not available to the Lender in the London Interbank Eurodollar market in the ordinary course of business, or (ii) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the rate of interest to be applicable to the relevant LIBOR Loan, the Lender shall promptly notify the Maker thereof and, so long as the foregoing conditions continue, advances under the Note may not be advanced as a LIBOR Loan thereafter.

At the Maker's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (ii) due and payable on the

last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Maker.

In addition, if after the date hereof, the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office (a "Regulatory Change") shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain the LIBOR Loans, then the Lender shall promptly notify the Maker and advances under the Note may not be advanced as a LIBOR Loan thereafter. At the Maker's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (ii) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Maker.

If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposited in or for the account of or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee or change the basis of taxation of payments to the Lender of principal or interest due from the Maker to the Lender hereunder (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding such LIBOR Loan or the Lender's funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to increase the cost to the Lender of making or maintaining such LIBOR Loan or to reduce the amount of principal or interest received by the Lender hereunder, then the Maker shall pay to the Lender, on demand, such additional amounts as the Lender shall, from time to time, determine are sufficient to compensate and indemnify the Lender for such increased cost or reduced amount.

6. Principal and Interest Payments. The indebtedness evidenced by the Note, as amended hereby, and all accrued interest thereon shall be repaid as follows:

(a) installments of interest only on the aggregate principal balance of this Note outstanding from time to time, beginning on October 1, 2000 and continuing on the first Business Day of each month thereafter, through and including the Maturity Date;

(b) a principal installment on any Business Day on or before August 1, 2001 in the amount by which the then outstanding principal balance of the Loan exceeds One Million and 00/100 Dollars (\$1,000,000.00), after which date the outstanding principal balance of the Loan shall not exceed One Million and 00/100 Dollars (\$1,000,000.00) for a period of not less than thirty (30) consecutive days;

(c) a principal installment on any Business Day after September 1, 2001 and on or before August 1, 2002 in the amount by which the then outstanding principal

balance of the Loan exceeds One Million and 00/100 Dollars (\$1,000,000.00), after which date the outstanding principal balance of the Loan shall not exceed One Million and 00/100 Dollars (\$1,000,000.00) for a period of not less than thirty (30) consecutive days; and

(d) a final installment equal to the total outstanding principal balance of the Loan, plus all accrued and unpaid interest thereon, on the Maturity Date.

7. Revolving Line of Credit. The Note evidences a revolving line of credit loan, and the Fee Mortgage and the Leasehold Mortgage, as amended hereby, shall secure not only the existing Indebtedness (as defined in the Fee Mortgage and the Leasehold Mortgage), but also future advances, whether such advances are obligatory or are to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of the Indebtedness may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$15,000,000.00, plus interest thereon and any disbursements which are made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for herein.

8. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this First Amendment to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

9. Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this First Amendment. The Borrower hereby (i) restates, confirms and reaffirms all of its respective obligations under the Loan Documents, as modified by this First Amendment; (ii) acknowledges and agrees that the Lender, by entering into this First Amendment, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that neither the Borrower nor the Guarantor has any set-off, defense or counterclaim to the payment or performance of any of the respective obligations of the Borrower and/or the Guarantor under the Loan Documents, as modified by this First Amendment.

10. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this First Amendment, the Borrower hereby certifies, represents and warrants to the Lender that all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this First Amendment, except that from and after the recordation of the Deed, at all times thereafter until the Note is paid in full, the Borrower will have good and marketable fee simple title to the Premises, free from any

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lien, security interest, encumbrance or other right, title or interest of any other person or entity other than the Bank.

11. Reaffirmation of Guaranty and Indemnity. The Guarantor hereby expressly (a) consents to the execution by the Borrower and the Lender of this First Amendment; (b) reaffirms in all respects all of its obligations under the Guaranty and the Indemnity; (c) agrees that the execution and delivery of this First Amendment, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of the Guarantor to the Lender under the Guaranty and/or the Indemnity, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Guarantor pursuant to the Guaranty and/or the Indemnity, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by the Guarantor under the Guaranty and/or the Indemnity, and (e) represents that each of the representations and warranties made by the Guarantor in the Guaranty and the Indemnity remain true and correct as of the date hereof.

12. Conditions Precedent. This First Amendment shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) First Amendment. This First Amendment to Loan Documents duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007750996 D1 dated September 14, 1998, dating down title to the Property to reflect the recordation of this First Amendment and increasing the Lender's title insurance coverage to Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00),

(c) Loan Extension Fee. The payment by the Borrower of a Loan extension fee in the amount of Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$8,750.00), due and payable upon the acceptance by the Lender of this First Amendment.

(d) Legal Opinion. An opinion from counsel to the Borrower addressed to and in form and substance acceptable to the Lender, regarding the validity, binding nature and enforceability of this First Amendment and the Loan Documents against the Borrower and the Guarantor, and such other matters of law as reasonably requested by the Borrower; and

(e) Other Matters. Such other documents, certificates and opinions of counsel as the Lender may reasonably request.

13. Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this First Amendment, including, without limitation, reasonable attorney's fees and reasonable time charges of attorney's who may be employees of the Lender. The Borrower shall pay any and all stamp and other taxes, UCC search fees, recording, filing, title and endorsement

fees and other costs in connection with the execution and delivery of this First Amendment, and agrees to save and hold harmless the Lender from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such fees.

14. References. All references in the Loan Documents and/or in this First Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this First Amendment.

15. Entire Agreement. This First Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this First Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

16. Successors and Assigns. The Loan Documents, as modified by this First Amendment, shall be binding upon the parties hereto and their respective successors, assigns and legal representatives, and shall inure to the benefit of the parties hereto and to the successors, assigns and legal representatives of the Lender.

17. Governing Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Illinois.

18. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. Amendments, Changes and Modifications. This First Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

20. Construction.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this First Amendment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this First Amendment are to the designated Sections and other subdivisions of this First Amendment as originally executed.

(c) The headings of this First Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

21. Execution of Counterparts. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Documents to be executed as of the date set forth above.

BORROWER:

ASHLEY CALUMET, LLC, an Illinois limited liability company

By: ASHLEY HOLDINGS II, LLC, an Illinois limited liability company

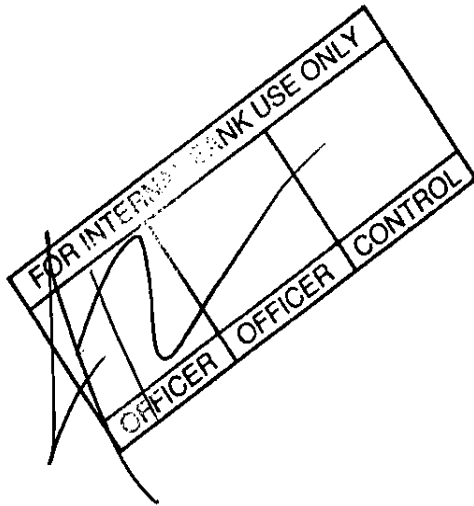
Its: Member

By: *Paul D Rubalha*
Name: PAUL D RUBALHA
Title: Member

GUARANTOR:

ASHLEY HOLDINGS II, LLC, an Illinois limited liability company

By: *Paul D Rubalha*
Name: PAUL D RUBALHA
Title: Member



LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank

By: *James F. Turner*
Name: JAMES F. TURNER
Title:

GKF:ef
September 29, 2000
123590

STATE OF New York)
) SS.
COUNTY OF New York)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Paul D. Rubacha, a Member of ASHLEY HOLDINGS II, LLC, an Illinois limited liability company, a Member of ASHLEY CALUMET, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Member, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 03 day of October, 2000.

Notary Public

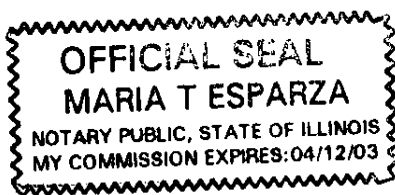
My Commission Expires:

Sabrina J. Yazdpoor
Notary Public State of New York
No. 01YA6047395
Qualified in Nassau County
Commission Expires Aug 28, 2002

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES F TURNER, the S.V.P., of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such S.V.P., he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of October, 2000.



Maria T. Esparza
Notary Public

My Commission Expires:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Commission Expires Aug 28, 2010
Qualified in Nassau County
No. 0146042002
New York Public Employees Union
Section 1, 75th Floor

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SECTION 11, WHICH IS 2359.24 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 11, OR 296.24 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11 (AS MEASURED ON THE EAST LINE); THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE, 538.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 267.19 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LAND TAKEN FOR HIGHWAY BY COURT CASE 70L11820, DATED OCTOBER 14, 1970; THENCE SOUTHWESTERLY, A DISTANCE OF 41.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE CONTINUING SOUTHWESTERLY ON SAID CONDEMNATION LINE, A DISTANCE OF 4.42 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 2.50 FEET SOUTH OF THE SOUTH LINE OF THE NORTHEAST 1/4; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 906.36 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 1480 FEET WEST OF THE AFORESAID EAST LINE OF SECTION 11; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 292.28 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID EAST LINE, BEING THE FIRST DESCRIBED LINE; THENCE EAST ALONG SAID LINE, A DISTANCE OF 941.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR EGRESS AND EGRESS AS CREATED BY DECLARATION AND GRANT OF PRIVATE EASEMENT AND PROTECTIVE COVENANTS DATED FEBRUARY 1, 1981 AND RECORDED MARCH 25, 1981 AS DOCUMENT 25817706 MADE BY AND AMONG THE GREAT WEST LIFE ASSURANCE COMPANY, A CANADIAN CORPORATION, CALUMET INDUSTRIAL DISTRICT, AN ILLINOIS GENERAL PARTNERSHIP, AND CALUMET UNIT NO. 2, INC., A CORPORATION OF ILLINOIS, AND AS AMENDED BY SUPPLEMENTAL DECLARATION AND GRANT OF PRIVATE EASEMENTS AND PROTECTIVE COVENANTS DATED MARCH 26, 1981 AND RECORDED JUNE 1, 1981 AS DOCUMENT 25887874 MADE BY AND AMONG AFORESAID PARTIES, IN, ON, OVER, UPON, UNDER AND ACROSS ALL OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: