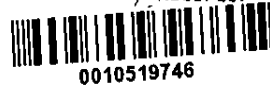


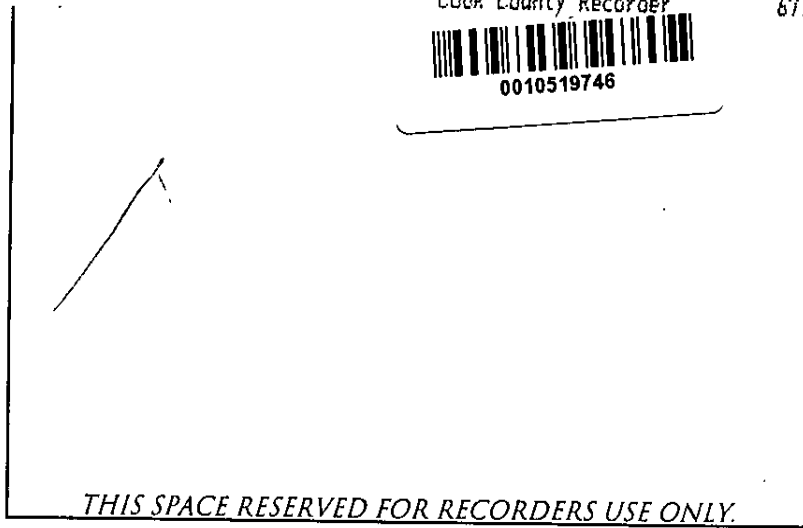
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Cock County Recorder 67.00



SANDERS ROAD



Property Clerk's Office

THIRD NOTE AND MORTGAGE MODIFICATION AGREEMENT

24A

THIS THIRD NOTE AND MORTGAGE MODIFICATION AGREEMENT (this "Modification Agreement") is made effective as of this 1st day of January, 2001 (the "Effective Date"), by and between **LASALLE BANK NATIONAL ASSOCIATION**, not personally, but solely as Successor Trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated June 14, 1991 and known as Trust No. 113980-05 ("Mortgagor"), **SANDERS 2100 LIMITED PARTNERSHIP**, an Illinois limited partnership ("Beneficiary"), **BIG BEAR PROPERTIES, INC.**, a Delaware corporation ("Big Bear"), **JK SANDERS, INC.**, an Illinois corporation ("JK"), **HERSCH KLAFF** ("Klaff"), **ERIC JOSS** ("Joss") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle National Bank ("Mortgagee").

RECITALS:

A. Mortgagee made a loan (the "Loan") to Mortgagor and Beneficiary in the original principal amount of Eleven Million Six Hundred Twenty-Five Thousand Dollars (\$11,625,000.00), and in order to evidence the Loan, Mortgagor and Beneficiary executed and delivered to Mortgagee a certain Mortgage Note dated June 25, 1992 in the original principal amount of Ten Million Nine Hundred Fifty Thousand Dollars (\$10,950,000.00), as amended by (i) a certain Note and Mortgage

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

Merle T. Cowin, Esq.
Piper Marbury Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

Permanent Index Nos.:
04-18-301-019
04-18-301-020

Common Address:
2100 Sanders Road
Northbrook, Illinois

BOX 333-CTI

73 20 035 92 1 of 2

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Modification Agreement (the "First Modification") dated as of August 7, 1997, but effective as of July 1, 1997, among Mortgagor, Beneficiary and Mortgagee and recorded with the Office of the Cook County Illinois Recorder of Deeds (the "Recorder") on September 29, 1997 as Document No. 97719097, pursuant to which among other things, the original principal amount of said Mortgage Note was increased to Eleven Million Six Hundred Twenty-Five Thousand and No/100 Dollars (\$11,625,000.00), and (ii) a certain Second Note and Mortgage Modification Agreement (the "Second Modification") dated as of July 1, 2000 among Mortgagor, Beneficiary and Mortgagee and recorded with the Recorder on September 5, 2000 as Document No. 00684046 (said Mortgage Note, as so amended, is hereinafter referred to as the "Note").

B. To secure the Note, Mortgagor executed and delivered to Mortgagee a certain Mortgage dated June 25, 1992 encumbering real property in Cook County, Illinois legally described on Exhibit A attached hereto (the "Premises"), which Mortgage was recorded with the Recorder on July 6, 1992 as Document No. 92487469, and has been amended by the First Modification and the Second Modification (said Mortgage, as so amended, is hereinafter referred to as the "Mortgage").

C. To further secure the Note, Mortgagor and Beneficiary executed and delivered to Mortgagee a certain Assignment of Rents and Leases dated June 25, 1992 assigning to Mortgagee all of the rents, issues, profits and leases of and from the Premises, which Assignment of Rents and Leases was recorded with the Recorder on July 6, 1992 as Document No. 92487470, and has been amended by the First Modification and the Second Modification (said Assignment of Rents and Leases, as so amended, is hereinafter referred to as the "Assignment of Rents").

D. To further secure the Note, Beneficiary executed and delivered to Mortgagee a certain Letter of Credit Agreement dated June 25, 1992, as amended by the First Modification and the Second Modification (said Letter of Credit Agreement, as so amended, is hereinafter referred to as the "Letter of Credit Agreement") and delivered to Mortgagee an Irrevocable Letter of Credit No. LASB-214854 drawn on Bank of America ("Letter of Credit").

E. To further secure the Note, Beneficiary, Big Bear, JK, Klaff and Joss executed and delivered to Mortgagee a certain Environmental Indemnity Agreement dated June 25, 1992, as amended by the First Modification and the Second Modification (said Environmental Indemnity Agreement, as so amended, is hereinafter referred to as the "Environmental Agreement").

F. To further secure the Note, Beneficiary, Big Bear, JK, Klaff and Joss executed and delivered to Mortgagee a certain Certificate of Representations, Warranties and Covenants dated June 25, 1992, as amended by the First Modification and the Second Modification (said Certificate of Representations, Warranties and Covenants, as so amended, is hereinafter referred to as the "Certificate").

G. Mortgagee is the owner and holder of the Note, the Mortgage, the Assignment of Rents, the Letter of Credit Agreement, the Letter of Credit, the Environmental Agreement, the Certificate and various other documents evidencing and securing the Loan (collectively, the "Loan Documents").

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H. The Loan matures on January 1, 2001. Mortgagor and Beneficiary have requested that Mortgagee extend said maturity date to April 30, 2001.

I. Mortgagee has agreed to give such consent, upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the recitals and the mutual covenants contained in this Modification Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **ACKNOWLEDGMENT OF DEBT.** The parties acknowledge that as of January 1, 2001, the principal balance due under the Note is \$11,606,796.
3. **NOTE.** The Note is hereby amended as follows:
 - (a) Paragraph 2.(A)(1) of the Note is amended to provide that interest payments are to be made monthly in arrears on the tenth (10th) day which is a Business Day of each calendar month through and including April 10, 2001, with the final payment of interest due on the Modified Maturity Date.
 - (b) Paragraph 2.(A)(iii) of the Note is amended, effective April 1, 2001, by (i) deleting the numbers and word "90 or 180" contained in subsection D. thereof, and (ii) changing the percentage contained in subsection L. thereof from 2.0% to 2.25%.
 - (c) Section 4(iii) of the Note is amended by deleting the date "December 1, 2000" contained in the last sentence thereof and substituting the date "April 10, 2001" in lieu thereof.
 - (d) Section 4(iv) of the Note is amended by deleting the date "January 1, 2001" contained in the last sentence thereof and substituting the date "April 30, 2001" in lieu thereof.
 - (e) All references contained in the Note to the Mortgage or any other Loan Document shall be deemed to refer to the Mortgage or such other Loan Document, as amended by this Modification Agreement.
4. **MORTGAGE.** As of the Effective Date, the Mortgage is hereby amended as follows:

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- (a) Recital A of the Mortgage is amended by deleting the date "January 1, 2001" contained therein and substituting therefor the date "April 30, 2001."
 - (b) All references contained in the Mortgage to the Note or any other Loan Document shall be deemed to refer to the Note or such other Loan Document, as amended by this Modification Agreement.
5. **OTHER LOAN DOCUMENTS.** The other Loan Documents are modified as follows:
 - (a) Any reference to the maturity date of the Note is hereby changed to April 30, 2001.
 - (b) The definition of any Loan Document appearing in any other Loan Document is hereby amended to refer to such other Loan Document, as amended by this Modification Agreement.
6. **TITLE INSURANCE; ENTITY ORGANIZATION.** Concurrently with the execution and delivery of this Modification Agreement (and, as a condition precedent to the effectiveness of this Modification Agreement), Mortgagor and Beneficiary agree to provide Mortgagee with: (a) an endorsement to Mortgagee's Title Insurance Policy No. 7380035 dated July 7, 1992 issued by Chicago Title Insurance Company ("Mortgagee's Title Policy"), shall guarantee as of the date of the recording of this Modification Agreement, that there are no objections to title other than (i) the objections to title included in Mortgagee's Title Insurance Policy, (ii) general real estate taxes not presently due or payable; (b) a current certified copy of Beneficiary's partnership agreement; (c) evidence that this Modification Agreement has been duly authorized on behalf of Beneficiary, Big Bear and JK; (d) certificates of good standing for Beneficiary, Big Bear and JK issued by the Secretary of State of the state in which each such entity is organized and if applicable, the State of Illinois; (e) an opinion of counsel to Beneficiary, Big Bear and JK; and (f) such other documents as Mortgagee shall reasonably request.
7. **MORTGAGEE'S EXPENSES.** Mortgagor and Beneficiary agree to pay all reasonable costs, fees and expenses (including but not limited to an extension fee in the amount of \$58,034 and Mortgagee's legal fees) incurred by Mortgagee in connection with the preparation of this Modification Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Modification Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within ten (10) business days after notice from Mortgagee to Beneficiary of the amount due and the reason therefor.

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8. **DEFAULT.** If there is a default in any provision of this Modification Agreement then Mortgagee shall be entitled to all rights and remedies provided under the Mortgage and the other Loan Documents.
9. **NOTICE.** Any notice required to be delivered herein shall be delivered in accordance with the terms of the Mortgage.
10. **GOVERNING LAW.** This Modification Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
11. **CONSTRUCTION.** This Modification Agreement shall not be construed more strictly against Mortgagee merely by virtue of the fact that the same has been prepared by Mortgagee or its counsel. Each party acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Modification Agreement.
12. **REPRESENTATIONS AND WARRANTIES.** Mortgagor and Beneficiary hereby represent and covenant and Beneficiary warrants to Mortgagee as follows:
 - (a) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Mortgagor and Beneficiary do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.
 - (b) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification Agreement they continue to be the legal, valid and binding obligations of Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss, as applicable, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
 - (c) There has been no material adverse change in the financial condition of Beneficiary from the date of the most recent financial statement thereof received by Mortgagee.
 - (d) Each of Beneficiary, Big Bear and JK is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification Agreement and to perform its respective obligations under the Loan Documents, as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents, as modified herein, have been duly authorized by all requisite action by or on behalf of Beneficiary, Big Bear and JK. This Modification Agreement has been duly executed and delivered on behalf of Mortgagor, Beneficiary, Big Bear and JK.

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13. **ENTIRE AGREEMENT.** The parties hereto each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Modification Agreement or the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor, Beneficiary, Big Bear and Mortgagee.
14. **BENEFIT.** Except as provided herein, this Modification Agreement shall be binding upon and shall inure to the benefit of Mortgagor, Beneficiary, Big Bear, JK, Klaff, Joss and Mortgagee, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.
15. **RATIFICATION.** Except as herein expressly modified, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein modified, and the respective obligations and liabilities of the parties thereunder, are hereby ratified, confirmed and reaffirmed by Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss. Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss further confirm that the failure of Big Bear, JK, Klaff and Joss to separately sign the First Modification or the Second Modification shall not in any way affect, impair or limit their respective obligations and liabilities under the Loan Documents to which each of them is a party. Mortgagor and Beneficiary reaffirm, confirm and reconfirm all of the representations, warranties and covenants made by each at the time of the initial funding of the Loan, except for changes in factual circumstances that have been disclosed to Mortgagee.
16. **PRIORITY OF MORTGAGE.** All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the Assignment of Rents, as herein modified, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage and the Assignment of Rents, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.
17. **CONSENT TO MODIFICATION.** The parties acknowledge that they have thoroughly read and reviewed the terms and provisions of this Modification Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them, and that Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss have had full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Modification Agreement, and that this Modification Agreement has been entered into by Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss freely, voluntarily, with full knowledge, and without duress, and that in executing this Modification Agreement, Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss are relying on no other representations either written or oral, express

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or implied, made to Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss by any other party hereto, and that the consideration received by Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss hereunder has been actual and adequate.

18. **RELEASE.** As additional consideration of the modification of the Loan Documents by Mortgagee as herein set forth, Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss hereby release and forever discharge Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations on its behalf from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which any one or more of them may now have or claim to have against Mortgagee, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date hereof. This agreement and covenant on the part of Mortgagor, Beneficiary, Big Bear, JK, Klaff and Joss is contractual, and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan Documents, as herein modified, and that all agreements and understandings between the parties hereto are expressed and embodied in the Loan Documents, as herein modified.
19. **COUNTERPARTS.** This Modification Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Modification Agreement, even though all of the parties hereto may not have executed the same counterpart of this Modification Agreement.
20. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Modification Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein modified.
21. **EXCULPATION.** This Modification Agreement is executed by Mortgagor not personally but as Trustee aforesaid, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Mortgagor, personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage, or to perform any covenant either express or implied contained in the Mortgage, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security in the Mortgage, and that so far as Mortgagor, and its successors, personally, are concerned, the Mortgagee and the holder or holders of the Note shall look solely to any one or more of (a) the Premises, by the enforcement of the lien created by the Mortgage or (b) action to enforce the personal liability of any indemnitor, obligor, guarantor or co-maker or (c) enforcement of any other security or collateral securing the Loan.

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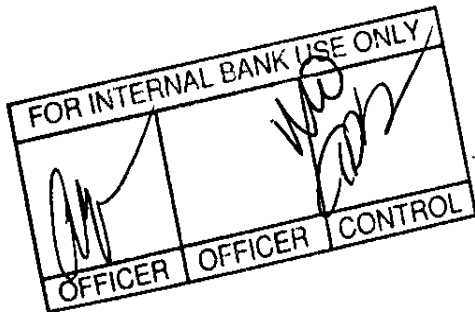
IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, not personally but solely as Successor Trustee as aforesaid

By: *Deborah Berg*
Name: Deborah Berg
Title: ASSI. VICE PRESIDENT

SANDERS 2100 LIMITED PARTNERSHIP, an Illinois limited partnership

By: **Big Bear Properties, Inc.**,
a Delaware corporation, General Partner



By: _____
Name: _____
Title: _____

By: **JK Sanders, Inc.**,
an Illinois corporation, General Partner

By: *Alan K. Appasala*
Name: Alan Appasala
Title: Vice President

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, not personally but solely as Successor Trustee as aforesaid

By: _____
Name: _____
Title: _____

SANDERS 2100 LIMITED PARTNERSHIP, an Illinois limited partnership

By: **Big Bear Properties, Inc.**,
a Delaware corporation, General Partner

By: 
Name: WILLIAM R. CRABBEN, JR.
Title: PRESIDENT

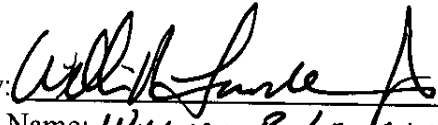
By: **JK Sanders, Inc.**,
an Illinois corporation, General Partner

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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BIG BEAR PROPERTIES, INC., a
Delaware corporation

By: 
Name: WILLIAM R. LEWELLEN, JR.
Title: PRESIDENT

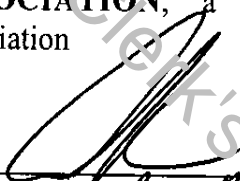
JK SANDERS, INC., an Illinois corporation

By: _____
Name: _____
Title: _____

HERSCH KLAFF

ERIC JOSS

**LASALLE BANK NATIONAL
ASSOCIATION,** a national banking
association

By: 
Name: Ann B. Bishop
Title: 1st Vice President

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**BIG BEAR PROPERTIES, INC., a
Delaware corporation**

By: _____
Name: _____
Title: _____

JK SANDERS, INC., an Illinois corporation

By: Alan R. Sposnik
Name: Alan Sposnik
Title: Vice President



HERSCH KLAFF

ERIC JOSS

**LASALLE BANK NATIONAL
ASSOCIATION, a national banking
association**

By: _____
Name: _____
Title: _____

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BIG BEAR PROPERTIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

JK SANDERS, INC., an Illinois corporation

By: _____
Name: _____
Title: _____

HERSCH KLAFF

ERIC JOSS

**LASALLE BANK NATIONAL
ASSOCIATION,** a national banking
association

By: _____
Name: _____
Title: _____

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BIG BEAR PROPERTIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

JK SANDERS, INC., an Illinois corporation

By: Alan Saposnik
Name: Alan Saposnik
Title: Vice President

HERSCH KLAFF

ERIC JOSS

LASALLE BANK NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: _____
Title: _____

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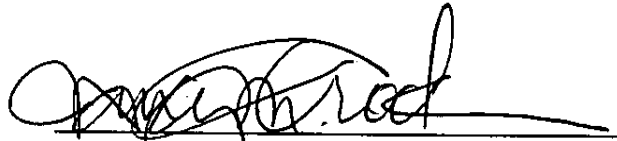
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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, NANCY TROCK a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eric Joss, 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 acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of MARCH, 2001.




Notary Public

My Commission Expires:

04-16-03

Proprietor of Cook County Clerk's Office

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STATE OF ILLINOIS }
COUNTY OF Cook } SS.

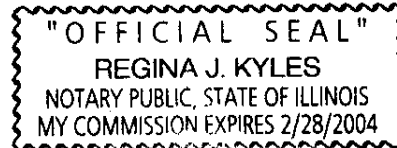
I, Regina J. Kyles, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Hersch Klaff, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of March, 2001.

Regina J. Kyles
Notary Public

My Commission Expires:

2/28/2004



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STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

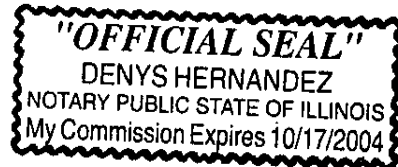
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Deborah Berg, personally known to me to be the ANP of LASALLE NATIONAL ASSOCIATION, a national banking association, as Trustee, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such ASST. VICE PRESIDENT, he/she signed and delivered the said Instrument as his/her free and voluntary act and as the free and voluntary act and deed of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of March, 2001.

Denys Hernandez
Notary Public

My Commission Expires:

10-17-04



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UNOFFICIAL COPY

STATE OF ILLINOIS
In & for } SS.
COUNTY OF Cook }

I, Bernice C. Eskridge, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Lewellen Jr., the President of Big Bear Properties, Inc., a Delaware corporation, and a general partner of 2100 Sanders Limited Partnership, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, on behalf of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of March, 2001.



Bernice C. Eskridge
Notary Public

My Commission Expires:

10-7-01

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STATE OF ILLINOIS }
COUNTY OF Cook } ss.

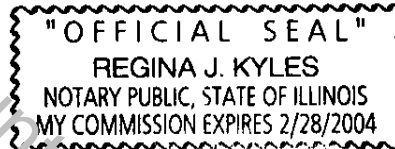
I, Regina J. Kyles, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alan Saposnik, the Vice President of JK Sanders, Inc., an Illinois corporation, and a general partner of 2100 Sanders Limited Partnership, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, on behalf of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of March 2001.

Regina J. Kyles
Notary Public

My Commission Expires:

2/28/2004



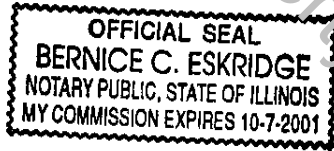
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STATE OF ILLINOIS }
In & for } SS.
COUNTY OF Cook }

I, Bernice C. Eskridge a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Lewellen Jr. the President of Big Bear Properties, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of March, 2001.



Bernice C. Eskridge
Notary Public

My Commission Expires:

10-7-01

10519746

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STATE OF ILLINOIS }
COUNTY OF Cook } SS.

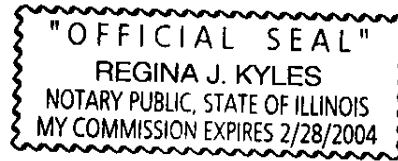
I, Regina J. Kyles, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alan Sapornik, the Vice President of JK Sanders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2001.

Regina J. Kyles
Notary Public

My Commission Expires:

2/28/2004



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MORTGAGEE ACKNOWLEDGMENT

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

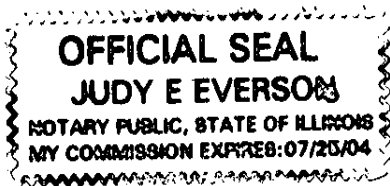
I, Judy E. Everson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ann B Josephs personally known to me to be the 1st V.P. of LASALLE BANK NATIONAL ASSOCIATION, national banking association, personally known to me to be the same person whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such she he/she signed and delivered the said Instrument as his/her free and voluntary act and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28 day of March, 2001.

Judy E. Everson
Notary Public

My Commission Expires:

07/25/04



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UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

~~Property of Cook County Clerk's Office~~

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PARCEL 1:

UNOFFICIAL COPY

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 446.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.23 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5, 264.0 FEET TO A LINE BETWEEN LOTS 4 AND 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 375.98 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF AFORESAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150.0 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75.00 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 30 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE WESTERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 AFORESAID; THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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 04-18-301-020

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