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2002-06-07 16:34:54  
Cook County Recorder 63.50



This Instrument prepared by and  
after recording mail to:  
Francis L. Keldermans  
McBride Baker & Coles  
500 W. Madison Suite 4000  
Chicago, Illinois 60661

SIXTH AMENDMENT TO MORTGAGES AND ASSIGNMENTS  
OF RENTS

JR CC 18944 (02c 10f1)

22

This Sixth Amendment to Mortgages and Assignments of Rents (this "Sixth Amendment") is made as of the 1st day of April, 2002 between **LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TO NBD TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1988 AND KNOWN AS TRUST NO. 2637-EG ("Trustee")**, **GIOVANNI GULLO**, general partner of **THE GIOVANNI GULLO and MARIA GULLO FAMILY LIMITED PARTNERSHIP** and **ROBERT CLEMENTI, AS TRUSTEE OF THE GIOVANNI GULLO FAMILY TRUST II DATED AUGUST 10, 1993** (collectively referred to hereinafter as "Borrower" or "Mortgagor") and **CIB BANK**, an Illinois banking corporation, whose address is set forth below, as Mortgagee or Lender.

Article 1

DEFINITIONS

1.1 Definitions

All capitalized terms used in this Sixth Amendment shall have the following meanings:

Beneficiary: The owner of the beneficial interests under the Trust of the Trustee (the "Beneficiary").

Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.

Defaulted Interest Rate: The lesser of (i) the interest rate of three percent (3%) per annum over the Loan Rate (as defined in the Note), or (ii) the highest contract rate allowed by law.

Event(s) of Default: The happenings and occurrences described as events of defaults or defaults in the Mortgages, the Loan Agreement or any of the Other Security Documents.

Fixtures: All fixtures located upon or within the Land or Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the Mortgaged Property.

Guarantors: Giovanni Gullo, individually, Maria Gullo, individually, and Robert Clementi, not individually but as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 and each of their successors and assigns.

Guaranty: The guaranties and reaffirmation of guaranties, or collectively the guaranties, of even date executed by Guarantors guaranteeing the Indebtedness and Obligations of the Trustee and Borrower under the Mortgages, this Sixth Amendment, the Note and any Other Security Documents.

Indebtedness: The principal of and interest on and all other amounts, payments and premiums due under the Note and all other indebtedness or notes made by or from Mortgagor, Beneficiary, or Guarantors to Mortgagee under and/or secured by the Mortgages and/or the Other Security Documents, or any amendments, modifications, renewals and extensions of any of the foregoing, or any other loan documents by and between Mortgagor, Beneficiary, or Guarantors and Mortgagee.

Land: The real estate described in Exhibit A attached hereto.

Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

Loan Agreement: The Business Loan Agreement dated February 7, 1998 between Mortgagor, Beneficiaries and other land trustees and Mortgagee.

Mortgages: The following described Mortgages and Assignments of Rents (the "Mortgages"):

- 1) Mortgage and Assignment of Rents dated January 25, 1996, and recorded March 5, 1996 with the Cook County Recorder of Deeds as document numbers 96165089 and 96165090, respectively, on real property commonly known as: SW Corner of Landmeier & Higgins Roads, Elk Grove, Village, IL.
- 2) Mortgage dated February 7, 1997 and recorded December 8, 1997 with the Cook County Recorder as document number 97920452 on real property commonly known as: Lots 1 & 2 in Woodfield Business Center III, SW corner of Commerce Dr. & Plum Grove Road & NW corner of Wiley Farm Court & Plum Grove Road, Schaumburg, IL

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3) Mortgage dated June 24, 1998 and recorded July 13, 1998 with the Cook County Recorder as document number 98601540 on real property commonly known as: Lots 3, 7 and 8 in Woodfield Business Center III, and located at the North side of Wiley Farm Road, the East side of Basswood Road and the Southeast corner of Commerce Drive, respectively.

4) Mortgage and Assignment of Leases and Rents and Security Agreement dated May 14, 1999 and recorded July 22, 1999 as document number R1999-160224 on real property commonly known as: 18 W 141 Devon Avenue, 18 W 161 Devon Avenue and Vacant Land, Devon Avenue, Wood Dale, Illinois.

5) Mortgage and Assignment of Leases and Rents and Security Agreement dated June 7, 1999 and recorded June 30, 1999 as document number 99631511 on real property commonly known as: Lots 5, 6, 9 & 10 in Woodfield Business Center III.

6) Mortgage and Assignment of Leases and Rents and Security Agreement dated August 19, 1999 and recorded August 28, 1999 as document number R1999-192700 on real property commonly known as: 7N660-7N730 Wood Dale Road, Wood Dale, Illinois.

7) Mortgage and Assignment of Leases and Rents and Security Agreement dated June 23, 2000 and recorded June 29, 2000 as document number 00487102 on real property commonly known as: Lots 13, 14 and 15 of Lot 2 in Woodfield Business Center, Schaumburg, Illinois.

Mortgaged Property: The Land, the Buildings, the Fixtures, the Leases and the Rents together with:

(i) all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in any way appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Leases and the Rents; and

(iii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards, or payments with respect to casualties.

Mortgagee: CIB Bank, and its successors and assigns and the holders, from time to time, of the Note.

Mortgagee's Address: 900 E. Higgins Road, Elk Grove Village, Illinois 60007.

Mortgagor: The Trustee named as such in the preamble of the Mortgages, its successors and assigns and its successors in interest in and to the Mortgaged Property.

Mortgagor's Address: c/o Gullo International, 1100 Landmeier Road, Elk Grove Village, Illinois 60007.

Note: The Amended and Restated Promissory Note of even date herewith made by the Borrower to the order of Mortgagee, in the principal amount of SIXTEEN MILLION AND NO/100 DOLLARS (\$16,000,000.00) together with all extensions, renewals, modifications and amendments thereof, secured, in part, by the Mortgages and this Sixth Amendment.

Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Borrower, the Trustee, the Guarantors or Mortgagor and others to or due to Mortgagee under and/or as set forth in the Note, the Mortgages, this Sixth Amendment under and/or secured by the Mortgages and/or the Other Security Documents, and any and all extensions, renewals, modifications and amendments of any of the foregoing.

Other Security Documents: The First Amendment Documents, the Second Amendment Documents, the Third Amendment Documents, the Fourth Amendment Documents, the Fifth Amendment Documents, the Amendment Documents, the Mortgage, and all documents, agreements, certificates, financing statements or security agreements executed by the Borrower, the Trustee, the Guarantors or the Beneficiary which evidence or secure the Indebtedness or any prior indebtedness of the Trustee or the Borrower to the Lender.

Subordination Agreement: The Subordination Agreement by and among the Borrower, the Lender and Giovanni Gullo as Creditor contained in the Reaffirmation of Guaranty dated of even date herewith.

## Article 2

### RECITALS

2.1 On February 7, 1997 the Borrower executed a promissory note in favor of the Lender in the principal amount of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) (the "\$2,300,000. Note")

2.2 On March 2, 1997 the Borrower executed a promissory note in favor of the Lender in the principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) (the "\$1,200,000. Note").

2.3 On February 7, 1997 Robert S. Clementi, not individually, but as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 executed a promissory note in favor of the Lender in the principal amount of FOUR MILLION FIVE HUNDRED AND NO/100 DOLLARS (\$4,500,000.00) (the "\$4,500,000. Note") (hereinafter the \$2,300,000. Note, the \$1,200,000. Note and the \$4,500,000 Note are collectively referred to as the "Original Notes").

2.4 The Original Notes are secured by the Mortgages.

2.5 The Original Notes are guaranteed by Giovanni Gullo and by Robert S. Clementi, not individually, but as Trustee of the Giovanni Gullo Family Trust II dated August 10, 1993 (the "Original Guaranty").

2.6 The aggregate principal amount of the Original Notes is EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00).

2.7 On February 7, 1998, the Borrower entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and First Amendment to Mortgage and Assignment of Rents (the "First Amendment Documents") whereby the principal amount of the Original Notes was increased from \$8,000,000.00 to EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00).

2.8 On February 7, 1999, the Borrower and the Trustee entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and Second Amendment to Mortgage and Assignment whereby the Maturity Date was extended to February 7, 2000.

2.9 On June 1, 1999, the Borrower, the Trustee and Parkway Bank and Trust Company as Trustee under Trust Number 12213 entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and Third Amendment to Mortgage and Assignment whereby the principal amount of the Original Notes was increased to TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00).

2.10 On March 22, 2000 the Borrower, the Trustee and Parkway Bank and Trust Company as Trustee under Trust Number 12213 entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and Fourth Amendment to Mortgages and Assignment whereby the principal amount of the Original Notes was increased to SIXTEEN MILLION AND NO/100 DOLLARS (\$16,000,000.00) (the "\$16,000,000.00 Note").

2.11 On March 30, 2001 the Borrower, the Trustee and Parkway Bank and Trust Company as Trustee under Trust Number 12213 entered into an Amended and Restated Promissory Note, Reaffirmation of Guaranty and Fifth Amendment to Mortgages and Assignment whereby the Maturity Date of the \$16,000,000.00 was extended to March 31, 2002.

2.12 The Borrower has requested that Lender extend the Maturity Date of the \$16,000,000.00 Note to April 1, 2003 (the "Extension").

2.13 Concurrently herewith the Borrower is executing an Amended and Restated Promissory Note in the principal amount of SIXTEEN MILLION AND NO/100 DOLLARS (\$16,000,000.00). Mortgagee has requested that in consideration of Mortgagee's agreement to consent to the Extension that all Guarantors reaffirm their Guaranties and guaranty the Note and

all obligations of the Borrower under the Loan Agreement and the Other Security Documents and that Maria Gullo became an additional Guarantor.

2.14 Mortgagee is willing to amend, replace, restate and supersede the Original Notes (which will result in the Extension) only if (i) Borrower executes the Note (ii) the Guarantors reaffirm their obligations to Mortgagee under the Original Guaranty; (iii) date down endorsements to all existing title policies issued to Lender which insure the first lien granted Mortgagee under the Mortgages are all endorsed to show: (a) no new or additional liens or encumbrances on the Mortgaged Property other than shown on such policy on the date of issuance and (b) a "tie-in" endorsement showing that the Mortgages are cross collateralized among the various properties covered by the Title Policies (collectively the "Amendment Documents") and (iv) Borrower pays Mortgagee's out-of-pocket closing costs in connection with this transaction, including without limitation, title insurance premiums and fees, escrow fees, recording fees, stamp and documentary taxes, and reasonable attorney's fees and expenses.

Article 3

AMENDMENT

3.1 The foregoing Definitions and Recitals are incorporated in this Article 3 as if set out in full in this Article. All references in any of the Other Security Documents to any Other Security Document(s) shall be deemed to be to such documents as modified by this Sixth Amendment and the Amendment Documents. Except as modified by this Sixth Amendment and the Amendment Documents the Mortgages and the Other Security Documents remain unmodified, and, as modified hereby, are hereby affirmed and ratified by the parties hereto.

3.2 The Mortgages are hereby amended to incorporate the provisions of this Sixth Amendment as set forth herein.

3.3. The Mortgagee hereby consents to the Extension. The Borrower agrees, covenants, and warrants that the outstanding Principal Balance of the Note shall at not time exceed 75% of the aggregate fair market value (as determined by Lender) of the Mortgaged Property, from time to time.

3.4 The Borrower covenants and agrees to promptly provide Lender with the following:

- (a) Within thirty (30) days after the end of each fiscal year, annual audited financial statements for the Borrower on a form acceptable to Lender prepared by the accountants of the Borrower and certified to be true, complete and correct by such accountants and containing: (i) consolidated balance sheet, (ii) income statements, (iii) statement of changes in financial condition and (iv) consolidating roll up of cash flows;

(b) Within thirty (30) days of each calendar quarter end, Borrower prepared financial statements for the Borrower;

(c) Within thirty (30) days of filing copies of tax returns for the Borrower and each of the Guarantors;

(d) Within thirty (30) days of calendar year end, personal financial statements for each Guarantor; and

(e) Borrower expressly grant Lender the right to communicate directly with each Borrower's accountants and hereby authorizes each such accountant to communicate directly with Lender.

3.5 The execution and delivery of this Sixth Amendment and the Amendment Documents in no way modifies, limits, impairs or releases Guarantors from any of the Guarantors' obligations or liabilities under their respective Guaranty or Reaffirmation of Guaranty. Guarantors hereby ratify and confirm each and every obligation of Guarantors under their respective Guarantees or Reaffirmations of Guarantees and hereby acknowledge that their obligations under their respective Guarantees or Reaffirmation of Guarantees continue in full force and effect and extend to all indebtedness and Obligations of Borrower arising pursuant to the Note, the Mortgages and the Other Security Documents as amended by this Sixth Amendment and the Amendment Documents.

3.6 The execution, delivery and performance of this Sixth Amendment and the Amendment Documents has been duly authorized by the parties hereto by all requisite action, if any (including approvals of all shareholders, partners, members or beneficiaries).

3.7 Mortgagor, Borrower and Guarantors hereby covenant, represent and warrant to Mortgagee that:

(a) except as may be disclosed hereby, no Event of Default now exists under the Mortgages or the Other Security Documents and no event has occurred that would constitute an Event of Default with the mere passage of time of the giving of notice, or both,

(b) the Mortgages and the Other Security Documents, as amended by the Sixth Amendment and the Amendment Documents, are not subject to any right of rescission, set-off, counterclaim or defense, either at law or in equity, nor will the operation of any of the terms of the Mortgages or the Other Security Documents, as amended by this Sixth Amendment and the Amendment Documents, render the Mortgages or the Other Security Documents unenforceable, in whole or in part,

(c) Mortgagee, by entering into this Sixth Amendment and the Amendment Documents, does not waive any existing default or Event of Default under the Mortgages or the Other Security Documents, or any rights or remedies under the Mortgages or the

Other Security Documents, except as expressly provided in this Sixth Amendment or the Amendment Documents; and

(d) Mortgagee has not heretofore waived any default or Event of Default under the Mortgages or the Other Security Documents.

3.8 On the date hereof, Mortgagor, Borrower and the Guarantors have complied with all of the covenants set forth in the Mortgages, this Sixth Amendment and the Other Security Documents. As of the date hereof, all of the representations and warranties set forth in the Mortgages, this Sixth Amendment and the Other Security Documents, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date.

3.9 Mortgagor, Borrower and the Guarantors acknowledge and agree that every right, power and remedy of the Mortgagee under the Mortgages and the Other Security Documents, including this Sixth Amendment and the Amendment Documents, is in full force and effect, including, without limitation, such rights, powers and remedies relating to the Mortgages and all of the Other Security Documents as hereby amended, and the payment of the Indebtedness and the performance of the Obligations hereunder. Without limiting the foregoing, Mortgagor, Borrower and the Guarantors intend, by execution and delivery of this Sixth Amendment and the Amendment Documents do absolutely, irrevocably and unconditionally covenant and warrant to Mortgagee:

(a) The due and punctual payment of the Indebtedness due and payable under the Note, the Mortgages and the Other Security Documents, as amended by the Sixth Amendment and the Amendment Documents; and

(b) the performance by Mortgagor, Borrower and the Guarantors of all of their respective Obligations under the Mortgages and the Other Security Documents. Mortgagor, Borrower and the Guarantors acknowledge and declare that they have no defenses, claims, charges, pleas or setoffs whatsoever in law or in equity against the Mortgagee, the Mortgages and the Other Security Documents as amended by this Sixth Amendment and the Amendment Documents. Mortgagor, Borrower and the Guarantors hereby waive and release any and all defenses which might accrue to them by the execution of this Sixth Amendment and the Amendment Documents.

3.10 This Sixth Amendment shall inure to the benefit of and shall be binding upon the parties and the respective successors, assigns, legal representatives, heirs, beneficiaries, executors, members and administrators.

3.11 Submission of this Sixth Amendment for examination shall not bind Mortgagee in any manner, and no obligation of Mortgagee shall arise hereunder until this Sixth Amendment and all of the Amendment Documents have been executed by Mortgagor, Borrower, the Guarantors and Mortgagee.



3.12 Mortgagor, Borrower and the Guarantors hereby acknowledge and agree that the modifications contained in this Sixth Amendment and the Amendment Documents shall in no manner affect or impair the liens and security interests of the Mortgagee, which liens and security interests are hereby acknowledged by Mortgagor, Borrower and the Guarantors to be valid and subsisting first and prior mortgage or security liens, and all of the terms and provisions of the Mortgages, Loan Agreement and all of the Other Security Documents, shall be and remain in full force and effect as therein, except as modified by this Sixth Amendment and the Amendment Documents.

3.13 Pursuant to the requirements of the Illinois Collateral Protection Act, Mortgagor and Borrower are hereby notified as follows:

Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgages, the Loan Agreement or any of the other Loan documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in all of the Mortgaged Property or any other collateral for the Indebtedness or Obligations. This Insurance may, but need not protect Mortgagor's interests. The coverage the Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Indebtedness or Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Mortgages or any of the Other Security Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the indebtedness or obligations, Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connect with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding indebtedness. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

3.14 Pursuant to the Illinois Financial Institutions Sales Law, the Mortgagor and Borrower are hereby notified as follows: You may obtain insurance required in connection with the Mortgages from any licensed insurance agent, broker or firm that sells such insurance. Your choice of insurance provider will not affect the Mortgagee's credit decision or your credit terms.

3.15 The Mortgages are given, in part, to secure a revolving credit loan and shall secure not only presently existing Indebtedness under the Note and the Other Security Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee 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 of the execution of the Mortgages, although there may be no advance made at the time of execution of the Mortgages and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of the Mortgages shall be valid as to all indebtedness secured hereby, including future advances, from the time of the filing of this Sixth Amendment for record in the recorder's offices of the counties in which the Mortgaged Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness

secured hereby (including disbursements that the Mortgagee, may, but shall not be obligated to, make under the Mortgages, the Note, this Sixth Amendment, any of the Other Security Documents or any other document with respect thereto or under any future extensions of credit, renewals, modifications or increases in extensions of credit to the Trustee, the Borrower, the Guarantors or any of them) at any one time outstanding may be substantially less but shall not exceed THIRTY TWO MILLION AND NO/100 DOLLARS (\$32,000,000.00) plus interest thereon plus any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property and interest on such disbursements, and all disbursements by Mortgagee pursuant to 735 ILCS 5/15-1302(b)(5) (all such Indebtedness being hereinafter referred to as the maximum amount secured hereby). The Mortgages shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

3.16 This Sixth Amendment and the Amendment Documents shall be governed by and construed according to the laws of the State of Illinois.

3.16 The occurrence of any one or more of the following shall constitute an "Event of Default":

(a) Failure by Borrower or any other obligor to promptly pay to Lender any sum due under this Sixth Amendment or any of the Other Security Documents.

(b) Failure by Borrower promptly to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Borrower under this Sixth Amendment; provided, however, that unless the continued operation or safety of the Project, or the priority, validity or enforceability of the lien created by the Mortgage or any of the Other Security Documents or the value of the Project is immediately impaired, threatened or jeopardized, Borrower shall have a period of thirty (30) days after written notice of any such failure of performance to cure the same, except that if such failure cannot by its nature be cured within thirty (30) days, and if Borrower commences to cure such failure promptly after receipt of notice thereof and in all events diligently pursues the cure of such failure, an Event of Default shall not be deemed to exist during said period of diligent curing, provided that the cure period shall in all events end if cure has not occurred within 90 days of the failure by Borrower.

(c) The occurrence of an Event of Default under the Loan Agreement or any of the Other Security Documents.

3.17 Upon the occurrence of any Event of Default, Lender, in addition to availing itself of any remedies conferred upon it by law and by the terms of the Note, the Mortgages and the Other Security Documents, may pursue any one or more of the following remedies first, concurrently or successively with each other and with any other available remedies, it being the

intent hereof that none of such remedies shall be to the exclusion of any others:

- (a) Declare the unpaid indebtedness evidenced by the Note to be immediately due and payable.
- (b) Foreclose the Mortgages, or any of them, and exercise any of the rights and remedies contained in this Sixth Amendment, the Loan Agreement and/or any of the Other Security Documents and/or exercise any other rights and remedies that Lender may have at law or in equity.

3.18 **TRUSTEE EXCULPATION.** This Sixth Amendment is Executed by the Trustee, not individually, but in its capacity as Trustee under their Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Sixth Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Sixth Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Sixth Amendment. Notwithstanding the foregoing the Mortgagee shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Mortgaged Property; (b) recovering any tenant security deposits, advance or pre-paid rents; (c) enforcing the personal liability of Borrower co-maker of the Note of the payment of the Note and performance of this Sixth Amendment, the Mortgages or the Other Security Documents; and/or (d) enforcing the personal liability of the Guarantors.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, intending to be legally bound hereby, Mortgagee, Mortgagor, Borrower and all of the Guarantors have duly executed this Sixth Amendment, the day and year first above written.

**BORROWER:**

Giovanni Gullo and Maria Gullo Family  
Limited Partnership

By: *Giovanni Gullo*  
Giovanni Gullo, General Partner

**LENDER:**

CIB Bank

By: *Nino Pellettieri*

Nino Pellettieri  
Executive Vice President

**TRUSTEE:**

LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS  
SUCCESSOR TRUSTEE UNDER TRUST NO. 2637-EG *and not personally*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SEE RIDER ATTACHED FOR SIGNATURE OF  
TRUSTEE AND NOTARY ACKNOWLEDGMENT**

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

**Attestation not required by  
LaSalle Bank National Association  
Bylaws**

**GUARANTORS:**

*Giovanni Gullo*  
Giovanni Gullo

*Robert L. Clementi*  
Robert Clementi, as Trustee of the  
Giovanni Gullo Family Trust II dated  
August 10, 1993

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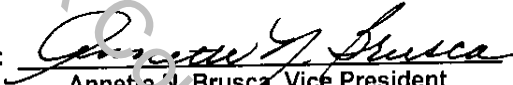
RIDER ATTACHED TO AND MADE A PART OF  
SIXTH AMENDMENT TO MORTGAGES AND ASSIGNMENTS OF RENTS  
DATED APRIL 1, 2002 FOR TRUST NO. 2637-EG

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 2637-EG in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee, to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof, but so far as said Trustee and its successors and said LaSalle Bank National Association personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION  
as Trustee under Trust No. 2637-EG  
and not individually.

By:

  
Annette N. Brusca, Vice President

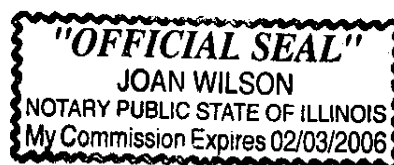
STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that ANNETTE N. BRUSCA, Vice President of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument respectively, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this 26th day of April, 2002.

  
NOTARY PUBLIC

My Commission Expires:

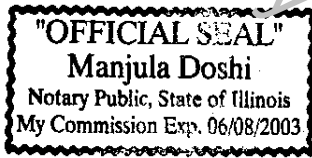


ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Giovanni Gullo, personally known to me to be the same person whose name is subscribed to the foregoing Sixth Amendment, appeared before me this day in person and acknowledged that he signed and delivered this Sixth Amendment as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of April, 2002.

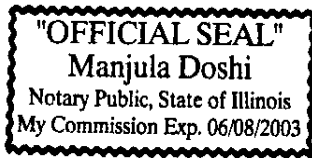


Manjula Doshi  
Notary Public  
Commission expires: 06-08-2003

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Robert Clemente, as Trustee of the Giovanni Gullo Family Trust II, appeared before me this day and subscribed his signature as Trustee to the foregoing Sixth Amendment and acknowledged that he signed and delivered the said Sixth Amendment as his free and voluntary act, and pursuant to authority granted to him pursuant to the Trust Agreement dated

GIVEN under my hand and official seal this 29 day of April; 2002.



Manjula Doshi  
Notary Public  
Commission expires: 06-08-2003

# UNOFFICIAL COPY

0020641250

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK        )

On \_\_\_\_\_, 2002 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the \_\_\_\_\_ and \_\_\_\_\_, respectively, on behalf of LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST NO. 2637-EG the corporation therein named and acknowledged to me that the execution thereof was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires:

# UNOFFICIAL COPY

0020641250

## EXHIBIT A Legal Description

### PROPERTY A, B AND C

#### PARCEL 1:

LOTS 39 TO 73 INCLUSIVE (EXCEPT THAT PART OF LOTS 39, 40 AND 41 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 12, 1965 AS DOCUMENT NO. 19461522 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 39, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGGINS ROAD WITH THE SOUTHEASTERLY LINE OF LANDMEIER ROAD, AS THE SAME ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOTS 39, 40 AND 41, BEING ALSO THE SOUTHWESTERLY LINE OF HIGGINS ROAD, A DISTANCE OF 113.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 182.21 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 39, DISTANCE 7.02 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 39, AS MEASURED ALONG THE WESTERLY LINE THEREOF; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET TO A NORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 39, A DISTANCE OF 100.96 FEET TO THE POINT OF BEGINNING) AND EXCEPT THAT PART OF LOTS 39 THROUGH 45 TAKEN IN CASE NO. 91L50348 DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF LOT 45 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE NORTHWESTERLY LINE OF 66 FOOT WIDE RIGHT OF WAY OF LELA STREET SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 227.42 FEET; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF LANDMEIER ROAD AS RECORDED PER DOCUMENT NUMBER 19133687 A DISTANCE OF 55.08 FEET ALONG AN ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 22 SECONDS AND WHOSE CHORD OF 54.77 FEET BEARS SOUTH 50 DEGREES 55 MINUTES 58 SECONDS EAST; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 173.57 FEET TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOTS 46 THROUGH 49 IN STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION TAKEN IN CASE NO. 91L50346 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT 46 IN



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0020641250

SAID STEELE'S HIGGINS AND TOUHY HIGHLAND SUBDIVISION; THENCE ALONG THE SOUTHWESTERLY LINE OF 100.00 FOOT WIDE RIGHT OF WAY OF HIGGINS ROAD AS RECORDED PER DOCUMENT NUMBER 19461522 SOUTH 40 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 13 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 10.00 FEET DISTANT SOUTHWESTERLY FROM SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD NORTH 40 DEGREES 24 MINUTES 47 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF 66.00 FOOT WIDE RIGHT OF WAY OF LELA STREET NORTH 49 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The Southwest Corner of Landmeier and Higgins Road, Elk Grove Village, Illinois

P.I. Nos.:	85-26-405-013-0000	08-26-405-014-0000	08-26-405-015-0000
	85-26-405-016-0000	85-26-405-017-0000	08-26-405-018-0000
	85-26-406-001-0000	85-26-406-002-0000	08-26-406-003-0000
	85-26-406-004-0000	85-26-406-005-0000	85-26-406-006-0000
	08-26-406-007-0000	08-26-406-008-0000	85-26-406-009-0000
	08-26-406-010-0000	08-26-406-011-0000	85-26-406-012-0000
	08-26-406-013-0000	08-26-406-014-0000	08-26-405-012-0000
	08-26-406-015-0000	08-26-406-016-0000	08-26-406-017-0000
	08-26-406-018-0000	08-26-406-019-0000	08-26-406-020-0000
	85-26-406-021-0000	08-26-406-022-0000	08-26-406-023-0000
	08-26-406-024-0000	08-26-406-025-0000	08-26-406-026-0000
	08-26-406-027-0000	08-26-406-028-0000	08-26-403-015-0000
	08-26-405-001-0000	08-26-405-002-0000	08-26-405-003-0000
	08-26-405-004-0000	08-26-405-005-0000	08-26-405-006-0000
	08-26-405-007-0000	08-26-405-008-0000	08-26-405-009-0000
	08-26-405-010-0000	08-26-405-011-0000	

## PARCEL 2:

LOTS 74 TO 84 BOTH INCLUSIVE (EXCEPT THE NORTHWESTERLY 7 FEET OF SAID LOT 84 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 21, 1964 AS DOCUMENT NO. 19133687) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF LOT 6 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER (HEREINAFTER DESCRIBED) LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTREX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOUHY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTREX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND: - THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD: - BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOT LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING).

SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER BEING PART OF SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT ACKNOWLEDGED ON THE 4TH DAY OF DECEMBER, 1916, BY RICHARD LANDMEIER, ALBERT LANDMEIER, OTTO

LANDMEIER AND GUSTAV LANDMEIER AND FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396.

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHERLY 10 FEET OF NORTHERLY 40 FEET OF THAT PART OF LOT 6 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396, LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD; BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE

SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Commonly known as: The Southwest Corner of Landmeier, Touhy and Higgins Roads, Elk Grove Village, Illinois

P.I. Nos.: 08-26-405-001 through 08-26-405-018,  
08-26-406-001 through 08-26-406-028  
and 08-26-403-015

**PROPERTY D:**

PARCEL 1

LOT 3 AND LOT C IN OTTO SCHOO'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1953 AS DOCUMENT 672237, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

LOTS 1 AND 2 AND LOTS A AND B IN OTTO SCHOO'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1953 AS DOCUMENT 672237, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

LOTS 4, 5 AND 6 AND LOT 7 (EXCEPT THE NORTHERLY 150 FEET OF SAID LOT 7) AND LOTS D, E, F, AND G IN OTTO SCHOO'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 1953 AS DOCUMENT 672237, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 03-04-200-004  
03-04-200-022  
03-04-200-021

COMMONLY KNOWN AS: 18 W 141 DEVON AVENUE  
18 W 161 DEVON AVENUE



**PROPERTY F, G, & H:**

LOT 1, 2, 3, 5, 6, 7, 8, 9 AND 10 IN WOODFIELD BUSINESS CENTER III, BEING A RESUBDIVISION OF LOTS 103, 105 AND 106 IN WOODFIELD BUSINESS CENTER TWO-EAST, PHASE I, PER DOCUMENT NUMBER 26501313, ALSO BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1997 AS DOCUMENT NUMBER 97768945, IN COOK COUNTY, ILLINOIS.

**PROPERTY I:**

**PARCEL 1**

LOTS 13, 14 & 15 IN THE RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IIA, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97768944 (EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2 460.95 FEET EASTERLY OF THE SOUTH WEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF WELLINGTON ROAD PER DOCUMENT NO. 26501312, A DISTANCE OF 67.76 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID WELLINGTON ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 7.80 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 150.09 FEET, A CHORD LENGTH OF 113.91 FEET, AND A CHORD BEARING OF NORTH 71 DEGREES 41 MINUTES 09 SECONDS EAST TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 34.78 FEET, A CHORD DISTANCE OF 32.86 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 51 MINUTES 50 SECONDS EAST TO A POINT ON THE SOUTH LINE OF SAID LOT 2, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID WELLINGTON ROAD; THENCE SOUTH 76 DEGREES 55 MINUTES 33 SECONDS WEST, A DISTANCE OF 142.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Commonly known as: The Northwest Corner of Wiley  
Farm Court and Plum Grove Road  
Schaumburg, Illinois 60173  
The North side of Wiley Farm Road

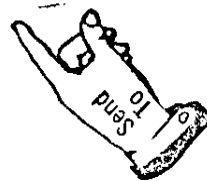
The East side of Basswood Road  
The Southeast corner of Commerce Drive

P.I. No.: 07-11-102-006  
07-11-102-008  
07-11-102-009  
07-1-102-011  
07-11-103-012  
07-11-103-014  
07-11-103-015

## PARCEL 2

LOT 2 IN WOODFIELD BUSINESS CENTER II, BEING PART OF THE NORTHWEST  
QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDIG TO THE PLAT  
THEREOF RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97768944 ALL IN  
COOK COUNTY, ILLINOIS

Return to: D.E. Cross  
First American Title Insurance  
30 N. LASALLE  
Suite 310  
Chicago, IL 60602



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