

LHYNES # 78-17-747-D1

**THIRD LOAN MODIFICATION AGREEMENT, AMENDMENT TO NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS AND ACKNOWLEDGMENT OF GUARANTORS**



Loan Number: 2574187

This LOAN MODIFICATION AGREEMENT, AMENDMENT TO NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS AND ACKNOWLEDGMENT OF GUARANTORS (this "Modification Agreement") is entered into as of the 21<sup>st</sup> day of June 2002, with an effective date March 31, 2002, by and among FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois banking corporation ("Lender"), FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated June 14<sup>th</sup>, 1999, and known as Trust No. 10-2307 (the "BORROWER"), KOSTNER GOLDSTEIN FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, ("BENEFICIARY"), 2445/GOLDSTEIN FAMILY LIMITED PARTNERSHIP ("Goldstein/Rockwell"), an Illinois limited partnership, KOLMAR GOLDSTEIN FAMILY LIMITED PARTNERSHIP ("Goldstein/Kolmar"), an Illinois limited partnership, MICHAEL GOLDSTEIN, (Mr. Goldstein and Beneficiary are sometimes collectively referred to herein as the "GUARANTORS").

**WITNESSETH:**

WHEREAS, Lender, Borrower, and Beneficiary, have entered into a certain Loan Agreement dated June 23, 1999 (the "Loan Agreement"), whereby Lender agreed to lend to Borrower the principal amount of up to Three Million and no/100<sup>th</sup> Dollars (\$3,000,000.00) (the "Loan") secured in part by certain real property commonly known as 1500 N. Kostner, Chicago,

A0021162.WPD

*This instrument prepared by (and return after recording to):*

Anthony A. Green, Sr.  
First Bank and Trust Company of Illinois  
300 East Northwest Highway  
Palatine, Illinois 60067

**BOX 333-CT**

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Illinois 60651, as more fully described on Exhibit A attached hereto and made a part hereof (the "Property");

**WHEREAS**, to evidence the Loan, the Borrower executed and delivered to Lender that certain Mortgage Note dated June 23, 1999, in the principal amount of Three Million and no/100<sup>th</sup> Dollars (\$3,000,000.00), and which shall be hereinafter referred to as (the "Note");

**WHEREAS**, payment of the Note is secured by, among other things, the following instruments of even date with the Note:

- (1) Loan Agreement,
- (2) Mortgage, by the Borrower, recorded June 25, 1999, in the real estate records of Cook County, Illinois as Document Number 99614042 (the "Mortgage");
- (3) Assignment of Rents and Lessor's Interest in Leases (the "Assignment of Rents") by the Borrower, recorded June 25, 1999, in the real estate records of Cook County, Illinois as Document Number 99614043;
- (4) Collateral Assignment of Beneficial Interest (the "Collateral Assignment") from Borrower,
- (5) Environmental Indemnity Agreement (the "Environmental Indemnity") from Borrower and Guarantors,
- (6) Security Agreement,
- (7) Assignment of Management Agreement and Subordination of Management Fees, ("Assignment");
- (8) Continuing Guarantee, (the "Guaranty"), from Guarantors
- (9) Financing Statement by the Borrower, recorded June 25, 1999, in the real estate records of Cook County, Illinois as Document # 4056653.

**WHEREAS**, Borrower, Beneficiary, and Guarantors executed and delivered to Lender a MODIFICATION AGREEMENT (herein referred to as the "FIRST MODIFICATION") dated October 18, 2000, whereby among other things, the Loan Documents were modified to (i)

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increase the principal amount of the Note from Three Million and no/100 Dollars (\$3,000,000.00) to Four Million and no/100 Dollars (\$ 4,000,000.00), and (ii) extend the Maturity Date to the earlier of (a) Lender's demand or (b) March 31, 2001; and

WHEREAS, Borrower, Beneficiary, and Guarantors executed and delivered to Lender a SECOND MODIFICATION AGREEMENT (herein referred to as the "SECOND MODIFICATION") dated March 19, 2001, whereby among other things, the Loan Documents were modified to (i) increase the principal amount of the Note from Four Million and no/100 Dollars (\$ 4,000,000.00) to Four Million Sixty and no/100 Dollars (\$ 4,060,000.00) and (ii) extend the Maturity Date to the earlier of (a) Lender's demand or (b) March 31, 2002; and

The Loan Agreement, Note, this and all prior Modification Agreement(s), Mortgage, Assignment of Rents, Collateral Assignment, Security Agreement, Environmental Indemnity, Continuing Guaranty, and any and all other agreements and documents related to the Loan shall hereinafter be collectively referred to as the "Loan Documents".

WHEREAS, Beneficiary and Guarantors have requested that Lender (i) increase the principal amount of the Note to \$4,405,000.00, and (ii) amend the Maturity Date of the Loan to the earlier of (a) demand made by Lender or (b) March 31, 2003;

WHEREAS, Goldstein/Rockwell and Goldstein/Kolmar are beneficiaries of trust that own properties that serve as collateral for other loans with Lender.

WHEREAS, Lender is willing to (i) increase the principal amount of the Note to \$4,405,000.00, and (ii) extend the maturity date all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Lender by Borrower, the parties hereto agree as follows:

1. **Amendment of the Note.** The Note is hereby amended to provide that (i) the principal amount of the Note is increased from \$4,060,000.00 to \$4,405,000.00 and (ii) the maturity date of the Loan shall be the earlier of (a) demand made by Lender upon Borrower, or (b) March 31, 2003.

2. **Amendment of Loan Agreement.** The Loan Agreement is hereby amended to provide that (i) the principal balance of the Note is increased from \$4,060,000.00 to \$4,405,000.00 and (ii) the Maturity Date of the Loan shall be the earlier of (a) demand made by Lender upon Borrower, or (b) March 31, 2003.

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3. **Amendment of Mortgage, Assignment of Rents and other Loan Documents.** The Loan Documents are hereby amended to provide that the principal amount of the Loan is increased from \$4,060,000.00 to \$4,405,000.00, and (ii) the Maturity Date of the Loan shall be the earlier of (a) demand made by Lender upon Borrower, or (b) March 31, 2003.

4. **Agreements Continue.** All the terms, provisions, stipulations, powers, and covenants in the Loan Documents shall stand and remain unchanged and in full force and effect and shall be binding upon all parties thereto, except as changed or modified in express terms by this Modification Agreement.

5. **Modification/Extension Fee.** Borrower and Guarantors acknowledge that, as partial consideration for Lender increasing the principal balance and extending the maturity date of the Loan, Borrower shall pay a fee to Lender in the amount of \$ 44,050.00 which fee has been fully earned by Lender and is due and payable to Lender as of the date of this Modification Agreement. Borrower hereby authorizes Lender, at Lender's discretion, to increase the principal amount of the Note to pay this fee and any other costs, expenses or fees payable to Lender.

6. **Rent Deposits.** Borrower and /or Beneficiary, with respect to the Property, and Goldstein/Kolmar and Goldstein/Rockwell (collectively, the "Landlords"), with respect to 8100 N. McCormick Blvd., Skokie, IL. and 2445 South Rockwell, Chicago, IL. (collectively, with the Property, referred to herein as the "Properties"), shall deposit all rental payments from tenants at the Properties in an account at Lender. The deposits shall be made by the 10<sup>th</sup> day of each month. The Landlords shall furnish Lender with current rent rolls at the request of Lender. If any of the Landlords fail to comply with its obligations hereunder, such failure shall constitute an event of default under the Loan Documents and under all documents and agreements relating to the loans from Lender to Goldstein/Kolmar and Goldstein/Rockwell.

7. **Tax Deposits.** In addition to payments of principal and interest, Borrower and/or Beneficiary shall pay to Lender the amount of \$24,000 on the first day of each month, starting with July 1, 2002. These funds of \$24,000 constitute tax deposits, as defined in the Mortgage.

8. **Covenants and Warranties of Borrower.** Borrower hereby represents to, covenants with Lender, and acknowledges that:

- (a) At the date hereof, the Loan Documents as amended hereby are in full force and effect, and Borrower is not in default in the payment of any sums, charges or obligations under the Loan Documents or in the payment or performance of any covenants, agreements or conditions of Borrower contained in the Loan Documents;

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- (c) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower (or to the knowledge of Borrower any basis for any such action, suit or proceeding), which if adversely determined, might individually, or in the aggregate, materially adversely:
- i) impair the ability of Borrower to pay or perform its obligations under the Loan Documents; or
  - ii) affect the assets pledged as collateral under the Loan Documents;
- (d) There is no presently known fact which affects, or may affect in the future (so far as the undersigned can foresee), materially and adversely the condition (financial or other) of Borrower to pay or perform its obligations under the Loan Documents;
- (e) There are no other liens, encumbrances or other mortgages on the Property and improvements thereon, except in favor of Lender;
- (f) Neither the Loan Documents nor any other document or written materials delivered or made, and any other communication made, to Lender or any employee or agent of Lender contains any untrue statement of a material fact or fails to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which such statement was made.
- (g) Borrower acknowledges that Lender's Land Trust Department charges fees for its services that may differ substantially from fees charged by other institutions providing land trust services. Borrower hereby acknowledges receipt of the current fee schedule for Land Trust Services, a copy of which is attached as Exhibit B. Borrower agrees to pay the land trust fees pursuant to the schedule, and authorizes payment directly by increasing the principal balance of the Note, at the discretion of Lender.
- (h) Borrower acknowledges that Lender charges fees for services it provides in connection with administering its loans, including, without limitation, release fees, construction draw fees, inspection fees, and insurance verification fees. These may differ substantially from fees charged by other institutions. Borrower hereby acknowledges receipt of the current fee schedule for such services, a copy of which is attached as Exhibit C. Borrower agrees to pay the fees pursuant to the schedule, and authorizes payment directly by increasing the principal balance of the Note, at the discretion of Lender.

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- (i) Borrower acknowledges that certain costs and expenses may be advanced by Lender and charged to Borrower, including, without limitation, appraisal fees, overnight delivery fees, messenger fees, credit reports, inspection fees and flood certification fees, such fees may include not only Lender's actual out-of-pocket costs, but additionally a reasonable mark-up. Borrower acknowledges and agrees that the mark-up will be an amount determined by Lender, but which shall be reasonable and/or customary in the banking industry, and will represent compensation for Lender's oversight, review and analysis as well as profit for Lender. Borrower agrees to pay these charges for the services, and authorizes payment directly by increasing the principal balance of the Note, at the discretion of Lender.
- (j) Borrower, and each of them, agrees to provide Lender with its currently dated, certified financial statement on each anniversary date of the Note, as well as upon the request of Lender, all in form and detail satisfactory to Lender. Borrower acknowledges that its, or any of its, failure to timely deliver such statement shall constitute an event of default pursuant to the terms of the Note and other Loan Documents, which shall cause, without limitation, interest to accrue at the applicable default rate from the date of such failure.
- (k) Borrower represents and warrants that the liens of the Loan Documents shall secure the Note as hereby amended to the same extent as if the amendments made herein were set forth and described in the Note and Loan Documents.
- (9) **Title Policy Endorsements and Legal Opinion.** Concurrently with the execution of this Modification Agreement, Borrower, at its sole cost and expense, shall obtain and deliver to Lender an endorsement to its loan policy of title insurance ("Policy"), extending the effective date of the Policy through the recording of this Modification Agreement, insuring this Modification Agreement in Schedule A of the Policy, and insuring the priority of the Mortgage as modified by this Modification Agreement; and

10. **No Waiver.** Notwithstanding anything contained in this Modification Agreement to the contrary or any prior act of Lender or any procedure established by Lender with regard to the Loan, Borrower acknowledges and agrees that Lender has not heretofore waived any of its rights or remedies under the Loan Documents nor has Lender waived any of the duties or obligations of Borrower thereunder. No waiver by Lender of any covenant or condition under the Loan Documents shall be deemed a subsequent waiver of the same or any other covenant or condition. No covenant, term or condition of the Loan Documents shall be deemed waived by Lender unless waived in writing.

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11. Miscellaneous.

- (a) Time is of the essence with respect to the payment, performance and observance of each and every covenant, agreement, condition, representation, warranty and obligation of Borrower under the Loan Documents.
- (b) This Modification Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- (c) None of the covenants, terms or conditions of this Modification Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.
- (d) This Modification Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.
- (e) The recitals to this Modification Agreement are hereby incorporated into and made a part of this Modification Agreement, and shall constitute covenants and representations of Borrower and shall be binding upon and enforceable against Borrower.
- (f) Any defined terms contained in this Modification Agreement not otherwise defined in this Modification Agreement shall have the meaning as set forth in the Loan Documents.
- (12) Limitations on Liability of Land Trust. This instrument is executed by First Bank and Trust Company of Illinois, not personally, but solely as Trustee as aforesaid, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by all parties hereunder and by every person now or hereafter claiming any right hereunder. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions, representations, warranties, covenants and acknowledgments are made solely upon the direction or on behalf of the beneficiary or beneficiaries of the Trust, and no personal liability shall be

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asserted or be enforceable against Trustee, all such personal liability, if any, being expressly waived and released.

13. **Reaffirmation of Guaranty.** Guarantor hereby reaffirms each and every obligation of Guarantor as such obligations are set forth in the Guaranty. By executing this Agreement, Guarantor acknowledges and accepts all modifications to the Loan as such modifications are set forth in this Agreement and agrees that such modifications in no way limit or modify Guarantor's obligations under the Guaranty except as expressly set forth herein.

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IN WITNESS WHEREOF, the undersigned executed or caused this Modification Agreement to be executed as of the day and year first above written.

**LENDER:**

**FIRST BANK AND TRUST COMPANY  
OF ILLINOIS**, an Illinois Banking  
corporation

By: [Signature]  
Name: Robert J. Walter  
Its: Recursive Vice President

**2445 GOLDSTEIN FAMILY  
LIMITED PARTNERSHIP**, an  
Illinois limited partnership

By: **DADDIO MANAGEMENT AND  
INVESTMENT CORP.**

By: [Signature]  
**MICHAEL GOLDSTEIN**

**TRUSTEE/BORROWER:**

**FIRST BANK AND TRUST COMPANY  
OF ILLINOIS**, not personally, but solely  
as Trustee under Trust Agreement dated  
June 14, 1999, and known as Trust #  
10- 2307

**KOLMAR GOLDSTEIN FAMILY  
LIMITED PARTNERSHIP**, an  
Illinois limited partnership

SEE RIDER CONTAINING TRUSTEE'S  
EXCULPATORY CLAUSES WHICH IS  
EXPLICITLY MADE A PART HEREOF.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Trust Officer

By: **DADDIO MANAGEMENT AND  
INVESTMENT CORP.**

By: [Signature]  
**MICHAEL GOLDSTEIN**

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STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     )

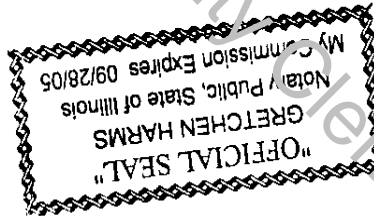
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Walter personally known to me to be the same person whose name is subscribed to the foregoing instrument and the Exec. Vice President of LENDER appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28<sup>th</sup> day of June, 2002.

Notary Public

My Commission expires: 9-28-05

Gretchen Harms



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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 KOSTNER GOLDSTEIN FAMILY LIMITED PARTNER, an Illinois limited partnership, BENEFICIARY, 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 he signed and delivered the said instruments as his free and voluntary act, and on behalf of the free and voluntary act of the Guarantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of June, 2000.



*Julie Beth Green*  
Notary Public

My Commission expires:

7.24.05

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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 MICHAEL GOLDSTEIN, GUARANTOR, 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 he signed and delivered the said instruments as his free and voluntary act, and on behalf of the free and voluntary act of Borrower for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of June, 2002



*Julie Beth Green*

Notary Public

My Commission expires:

7.24.05

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STREET ADDRESS: 1500 N. KOSTNER AVE.  
 CITY: CHICAGO, IL. COUNTY: COOK  
 TAX NUMBER: 16-03-105-008-0000, 020

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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED EAST LINE") OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WITH A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "FIRST MENTIONED STRAIGHT LINE") DRAWN FROM A POINT ON THE ABOVE DESCRIBED FIRST MENTIONED EAST LINE WHICH IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 685.15 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; AND RUNNING THENCE EAST ALONG THE ABOVE "FIRST MENTIONED STRAIGHT LINE", A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE (HEREINAFTER REFERRED TO AS "WEST LINE") OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID "WEST LINE", A DISTANCE OF 320 FEET; THENCE WEST ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS "SECOND MENTIONED STRAIGHT LINE") LOCATED 320 FEET SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED "FIRST MENTIONED STRAIGHT LINE", A DISTANCE OF 393.47 FEET MORE OR LESS, TO THE INTERSECTION OF SUCH "SECOND MENTIONED STRAIGHT LINE" WITH THE ABOVE DESCRIBED "FIRST MENTIONED EAST LINE", AND THENCE NORTH ALONG SAID "FIRST MENTIONED EAST LINE", A DISTANCE OF 320 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED LAND ANY PART THEREOF THAT MAY FALL WITHIN THE LIMITS OF THE LAND DESCRIBED IN PARCEL 2 OF WARRANTY DEED FROM MARTIN J. HANSON AND OTHERS TO ZENITH RADIO CORPORATION, A CORPORATION OF ILLINOIS, DATED JUNE 6, 1950 AND RECORDED JUNE 9, 1950 AS DOCUMENT 14822985, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4) (EXCEPT THAT PART OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING NORTH OF A STRAIGHT LINE HEREINAFTER REFERRED TO AS "STRAIGHT LINE" DRAWN FROM A POINT ON THE EAST LINE OF THE WEST 300 FEET AFORESAID WHICH POINT IS 686.25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4, WHICH LATTER POINT IS 685.15 FEET SOUTH OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4) (AND EXCEPT ALSO THAT PART OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 300 FEET AFORESAID WITH THE ABOVE DEFINED STRAIGHT LINE AND RUNNING THENCE EAST ALONG SAID STRAIGHT LINE A DISTANCE OF 393.47 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 640.48 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 640.48 FEET A DISTANCE OF 634.91 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 394.72 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 300 FEET A DISTANCE OF 635.35 FEET TO THE PLACE OF BEGINNING) (AND EXCEPT ALSO THEREFROM THE EAST 33 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 3), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3 WHICH IS 640.48 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND RUNNING THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR THE DISTANCE OF 18 FEET TO A POINT; THENCE WEST ON A LINE WHICH IS PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 25.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 373.07 FEET A DISTANCE OF 352.52 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 349.27 FEET A DISTANCE OF 203.61 FEET TO A POINT IN THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE



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SOUTH ALONG SAID EAST LINE OF WEST 300 FEET A DISTANCE OF 105.22 FEET TO A POINT WHICH IS 256.92 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST CONCENTRIC WITH SAID LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 369.27 FEET FOR A DISTANCE OF 108.68 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY IN A CURVED LINE CONVEX TO THE SOUTH WEST CONCENTRIC WITH SAID FIRST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 393.07 FEET A DISTANCE OF 331.75 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 65.36 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LAND TRUST FEE SCHEDULE

(Effective January 1, 2000)

**NOTICE:** Trust Acceptance Fee is for preparation, review and acceptance of Trust Agreement. It does not include annual fees. Annual Title fees are payable in advance.

ISSUING TRUSTEE=S DEED**	\$350 for deed. \$50 additional if closing Trust, plus prep fee, if applicable
ISSUING PAY PROCEEDS LETTER**	\$250 plus prep fee, if applicable
TORRENS REGISTRATION	\$350 includes \$49 filing fee
EXECUTING ASSIGNMENTS OF BENEFICIAL INTEREST**	\$500 Plus prep fee, if collateral and / or Absolute applicable
EXECUTING AMENDMENTS**	\$500 Plus prep fee, if applicable
CHANGE OF BENEFICIARY**	\$500 Plus prep fee, if applicable
EXECUTING MORTGAGES:** (includes notes)	
Face Amount up to \$500,000	\$500 Plus prep fee, if applicable.
Over \$500,000	add \$3.00 per thousand over \$500,000
EXECUTING LEASES	\$500.00 TO \$1000.00
ALTA STATEMENTS (EXTRA)	\$100
MISC. DOCUMENTS (EXTRA)	\$350 per document
IRS FILING FEES: (Not included in trust acceptance fee)	
Notice to IRS of Fiduciary Relationship	\$50
Notice to IRS of Change of Status	\$50
Notice to IRS of Trust Closing	\$50
TRUST ACCEPTANCE AND ANNUAL FEES:	
Current Mkt. Value of Property:	Acceptance/Annual:
Under \$250,000	\$300
\$250,000 and over	\$500 plus \$1.00 per thousand over \$250,000
NOTICE OF MECHANIC=S LIEN	\$500
EXECUTING CONDOMINIUM DECLARATION \$250 PER UNIT	(Minimum \$1,000)
EXECUTING PLATS OF SUBDIVISION	\$250 per sub - divided lot (Minimum \$750)

PROOF OF LOSS**	
Face amount up to \$249.99	\$25
\$250.00 to \$499.99	\$35
\$500.00 to \$999.99	\$50
Over \$1,000.00	\$100
COURT APPEARANCE	\$500 minimum (\$350 per hour)
NOTICES & ATTORNEY LIENS	\$500
SUMMONS & COMPLAINT	\$500
ACCEPTANCE OF ADDITIONAL PARCELS	\$500
FURNISHING CERTIFIED COPIES	\$200 for up to 5 pages (\$5 for each additional page)
STATEMENT OF BENEFICIAL INTEREST	\$500 plus additional, if warranted.
FORWARDING: Real Estate Tax Bill or Tax Assessment	\$100
FORWARDING MISC. MAIL	\$50

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**PREP FEES**

**\*\*NOTICE:** This fee does not include our preparation of the necessary Letters of Direction to execute the document needed. If we are to prepare any Letters of Direction, Amendments and/or Assignments there are additional charges as follows:

For Letters of Direction	\$150
For Amendments	\$250
For ABI's	\$250

**NOTE:** The above fees are subject to change from time to time upon posting such change in the Lobby of our Bank at least 30 days prior to such change taking effect. Additionally, the Bank shall charge a reasonable fee for performing any other service that is not specifically listed above. Please obtain a quote for such service from one of our Trust Officers, in advance, so that you will be aware of our charge before the service is rendered. Once the service is performed you shall be obligated to pay the charges incurred. One week=s written notice, in advance, is required before we will execute any Direction or any documentation. Late fees are charged on all unpaid bills at the rate of 24% per annum A.P.R. after 30 days until paid in full.

**TRUST DEPARTMENT HOURS**  
 -By Appointment Only-  
 -10AM to Noon-  
 Mon., Tues., Thurs., Fri.

EXHIBIT C  
**UNOFFICIAL COPY**  
 COMMON COMMERCIAL REAL ESTATE LOAN FEES  
 (NON-CONSUMER)

This is a partial listing of commonly incurred fees and is not intended to be a complete listing. Trust Fees are not included.

<u>INSURANCE REVIEW</u>	\$300.00
<u>PAY-OFF LETTERS:</u>	\$200.00
<u>RELEASES:</u>	
FULL	\$200.00
PARTIAL	\$350.00
<u>CONSTRUCTION LOAN DRAW REQUESTS:</u> (Processing, Analyzing & Balancing)	
*PROJECTS UNDER \$3,000,000	\$350.00 PER DRAW
*PROJECTS \$3,000,000 AND OVER	\$500.00 PER DRAW
<u>ARCHITECTURAL INSPECTION AND REPORTS:</u>	
SINGLE FAMILY HOMES (Non-Subdivision)	\$400.00 PER DRAW
SINGLE FAMILY HOMES (Sub-Division)	\$400.00 FIRST UNIT, PER DRAW \$300.00 PER ADDITIONAL UNIT(S), PER DRAW
TOWNHOUSES	\$300.00 FIRST UNIT, PER DRAW \$250.00 PER ADDITIONAL UNIT(S), PER DRAW
MULTI-FAMILY (Apartments, Condos, Lofts)	
*PROJECT SIZE:	
Less than \$1,000,000	\$500.00 PER DRAW
\$1,000,000 TO \$2,499,999	\$1,000.00 PER DRAW
\$2,500,000 TO 4,999,999	\$1,250.00 PER DRAW
\$5,000,000 TO \$9,999,999	\$1,500.00 PER DRAW
\$10,000,000 AND OVER	\$2,000.00 PER DRAW
OFFICE, INDUSTRIAL & RETAIL	
*PROJECT SIZE	
Less than \$5,000,000	\$1,000.00 PER DRAW
\$5,000,000 TO \$9,999,999	\$1,500.00 PER DRAW
\$10,000,000 AND OVER	\$2,000.00 PER DRAW

\*Project size is based on appraised value (not cost).

Effective August 1, 1999. Fees are subject to change without notice.

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