

# UNOFFICIAL COPY

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Cook County Recorder 60.00

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

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



## PERMANENT TAX INDEX NUMBERS:

01-33-200-008-0000  
01-33-200-009-0000  
01-33-200-011-0000

## PROPERTY ADDRESS:

Northwest corner of Bartlett Road and Higgins Road  
Village of South Barrington, Illinois

## SECOND AMENDMENT TO LOAN DOCUMENTS

This SECOND AMENDMENT TO LOAN DOCUMENTS dated as of August 1, 2002 (the "Second Amendment"), is executed by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated June 3, 1997 and known as Trust No. 121063 (the "Trust Agreement"), KLEHM PROPERTIES, INC., an Illinois corporation (the "Beneficiary"; the Mortgagor and the Beneficiary being collectively referred to herein as the "Borrower"), whose address is 197 West Penny Road, South Barrington, Illinois 60010, THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company (the "Purchaser"), whose address is c/o Mesirow Stein Real Estate, Inc., 350 North Clark Street, Chicago, Illinois 60610, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate Division C.

## RECITALS:

A. LaSalle Bank National Association, not personally, but solely as Trustee under a Trust Agreement dated November 20, 1974 and known as Trust No. 10-29663-09, LaSalle Bank National Association, not personally, but solely as Trustee under a Trust Agreement dated January 6, 1975 and known as Trust No. 48415, LaSalle Bank National Association, not personally, but solely as Trustee under a Trust Agreement dated December 20, 1974 and known as Trust No. 48413, LaSalle Bank National Association, not personally, but solely as Trustee under a Trust Agreement dated May 6, 1975 and known as Trust No. 48845 (collectively, the "Seller Trustees"; the Seller Trustees and the Beneficiary being collectively referred to herein as

BOX 333-CT1

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[Signature]

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the "Sellers"), and the Beneficiary, are the respective fee simple owners of certain real estate located at the northwest corner of Bartlett Road and Higgins Road in unincorporated Cook County, Illinois, and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. The Beneficiary is the owner of 100% of the beneficial interest and power of direction in the Seller Trustees and the Mortgagor, subject to the rights of the Purchaser and the Lender.

C. The Sellers and the Purchaser have entered enter into that certain Agreement of Purchase and Sale dated as of December 17, 1997, as amended from time to time (collectively, the "Contract") for the sale of the Property.

D. The Purchaser made a mortgage loan (the "Seller Loan") to the Borrower evidenced by that certain Promissory Note dated as of June 10, 1999 in the original principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), jointly and severally executed by the Borrower and made payable to the order of the Purchaser (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Seller Note").

E. The Seller Loan, as evidenced by the Seller Note, is secured by, among other things, the following documents (together with the Seller Note and any and all other documents evidencing or securing the Seller Loan being collectively referred to herein as the "Original Seller Loan Documents"):

(i) Mortgage, Security Agreement and Financing Statement dated as of June 10, 1999, executed by the Mortgagor and joined in by the Beneficiary to and for the benefit of the Purchaser and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 14, 1999 as Document Number 99568907 (the "Mortgage"), and which Mortgage encumbers the real property legally described on Exhibit "B" attached hereto and made a part hereof (the "Premises");

(ii) Assignment of Rents and Leases dated as of June 10, 1999, jointly and severally executed by the Mortgagor and the Beneficiary to and for the benefit of the Purchaser (the "Assignment of Rents"), and which Assignment of Rents encumbers the Premises;

(iii) Collateral Assignment of Beneficial Interest and Security Agreement dated as of June 10, 1999, executed by the Beneficiary to and for the benefit of the Purchaser (the "Collateral ABI"); and

(iv) Environmental Indemnity Agreement dated as of June 10, 1999, executed by the Beneficiary to and for the benefit of the Purchaser (the "Environmental Indemnity").

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F. Concurrently with the Seller Loan, the Lender made a mortgage loan (the "Purchaser Loan") to the Purchaser evidenced by that certain Promissory Note dated as of June 10, 1999 in the original principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), executed by the Purchaser and made payable to the order of the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Purchaser Note"), and the proceeds of which were used by the Purchaser to fund the Seller Loan.

G. The Purchaser Loan, as evidenced by the Purchaser Note, is secured by, among other things, that certain Collateral Assignment of Loan Documents and Agreement of Purchase and Sale dated as of June 10, 1999, executed by the Purchaser to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 14, 1999 as Document Number 99568909 (the "Assignment"; the Seller Note together with the Assignment and any and all other documents evidencing or securing the Purchaser Loan being collectively referred to herein as the "Original Purchaser Loan Documents"), which Assignment collaterally assigned to the Lender all right, title and interest of the Purchaser in and to the Contract and the Seller Loan Documents, including, without limitation, the Seller Note, which was endorsed to the Lender with full recourse by Allonge dated as of June 10, 1999.

H. Under and pursuant to that certain First Amendment to Loan Documents dated as of May 1, 2001, executed by and among the Mortgagor, the Beneficiary, the Purchaser and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_, 2001 as Document No. \_\_\_\_\_ (the "First Amendment"; the Original Seller Loan Documents, as modified and amended by the First Amendment being collectively referred to herein as the "Seller Loan Documents", and the Original Purchaser Loan Documents, as modified and amended by the First Amendment being collectively referred to herein as the "Purchaser Loan Documents"), the principal amounts of both the Seller Loan and the Purchaser Loan were increased from Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) to One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), and the maturity dates of both the Seller Loan and the Purchaser Loan were extended from June 10, 2001 to August 1, 2002.

I. The Mortgagor and the Beneficiary have requested that the Purchaser modify and amend the Seller Loan Documents to provide for a further extension of the maturity date of the Seller Loan, as evidenced by the Seller Note, and the Purchaser has agreed to such a further extension of the maturity date of the Seller Loan, provided the Lender agrees to concurrently extend the maturity date of the Purchaser Loan.

H. The Lender has agreed to such an extension of the maturity date of the Purchaser Loan, provided the Mortgagor, the Beneficiary and the Purchaser comply with the terms and conditions of this Second Amendment.

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

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## AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. Definitions. Capitalized words and phrases not otherwise defined in this Second Amendment shall have the meanings assigned thereto in the Seller Loan Documents and the Purchaser Loan Documents.

3. Extension of Maturity Date of Seller Loan. The maturity date of the Seller Loan is hereby extended from August 1, 2002 to February 1, 2003, and all of the Seller Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, all references to the maturity date of the Seller Loan being defined as "August 1, 2002" are hereby changed to "February 1, 2003" each time such reference appears in any of the Loan Documents.

4. Extension of Maturity Date of Purchaser Loan. The maturity date of the Purchaser Loan is hereby extended from August 1, 2002 to February 1, 2003, and all of the Purchaser Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, all references to the maturity date of the Purchaser Loan being defined as "August 1, 2002" are hereby changed to "February 1, 2003" each time such reference appears in any of the Loan Documents.

5. Interest Rate. The principal balances of the Seller Note and the Purchaser Note outstanding from time to time shall each bear interest (i) prior to maturity or the occurrence of a Default (as respectively defined in the Seller Note and the Purchaser Note), at a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined) plus one percent (1.00%), and (ii) after maturity or the occurrence of a Default, until paid, at a floating per annum rate of interest equal to the Prime Rate plus three percent (3.00%). As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of any change in the Prime Rate. The Lender shall not be obligated to give notice of any change in the Prime Rate. The interest rate on the Loan shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

6. Payments. The principal balance of the Seller Loan and the Purchaser Loan shall be repaid in installments of interest only on the aggregate principal balance of the Seller Loan and the Purchaser Loan outstanding from time to time, commencing on August 1, 2002 and continuing on the first day of each calendar month thereafter, which amounts shall be disbursed directly by the Lender from the Interest Reserve (as hereinafter defined) up to the aggregate amount of Forty One Thousand Three Hundred Ninety Three and 03/100 Dollars (\$41,393.03), and thereafter paid directly by the Borrower and/or the Purchaser from sources other than the Interest Reserve, and final installments equal to the total respective principal balance of the

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Seller Loan and the Purchaser loan then remaining unpaid, plus all accrued and unpaid interest thereon, on the maturity date of the Seller Loan and the Purchaser Loan.

7. Interest Reserve. Upon the Effective Date (as hereinafter defined), the amount of Forty One Thousand Three Hundred Ninety Three and 03/100 Dollars (\$41,393.03) shall be held by the Lender in a non-interest bearing account for the benefit of the Borrower and the Purchaser (the "Interest Reserve"). Amounts in the Interest Reserve shall be disbursed directly by the Lender to itself for the payment of interest on the Purchaser Loan as provided in Section 6. Each of the Borrower and the Purchaser hereby assign to and grant to the Lender, as a secured party and a secured creditor under the Uniform Commercial Code of Illinois, in effect from time to time, a security interest in and to the Interest Reserve, all assets held therein, all substitutions or replacements of the foregoing, all additions to, income, interest and dividends thereon and all proceeds thereof. Notwithstanding anything to the contrary contained herein, in the Seller Loan Documents or in the Purchaser Loan Documents, the Lender shall have no obligation to disburse all of any part of the Interest Reserve for the payment of interest in the event of a Default by either the Borrower and/or the Seller. Upon the occurrence of a Default, the Lender shall have the right, but not the obligation, to reduce the outstanding principal balance of the Seller Loan and the Purchaser Loan by the then amount of the Interest Reserve.

8. Attachment to Seller Note and Purchaser Note. The Lender may, and prior to any transfer by the Lender of either the Seller Note and/or the Purchaser Note shall, attach a copies of this Second Amendment to the Seller Note and the Purchaser Note, and shall place an endorsement on the Seller Note and the Purchaser Note making reference to the fact that such attachment has been made.

9. Continued Effectiveness of Seller Loan Documents; Confirmation of Obligations. To the extent the provisions of any of the Seller Loan Documents differ from, or are inconsistent with, the terms of this Second Amendment, the provisions of this Second Amendment shall govern and control, otherwise all other terms, conditions and provisions of the Seller Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto. Each of the Mortgagor and the Beneficiary hereby (i) restates, confirms and reaffirms all of its respective obligations under the Seller Loan Documents, as modified by this Second Amendment; (ii) acknowledges and agrees that the Purchaser and/or the Lender, by entering into this Second Amendment, do not waive any existing or future default or event of default under any of the Seller Loan Documents, or any rights or remedies under any of the Seller Loan Documents; (iii) acknowledges and agrees that the Purchaser and the Lender have not heretofore waived any Default or event of default under any of the Seller Loan Documents, or any rights or remedies under any of the Seller Loan Documents; and (iv) acknowledges that neither the Mortgagor nor the Beneficiary have any set-off, defense or counterclaim to the payment or performance of any of the Borrower's obligations under the Seller Loan Documents, as modified by this Second Amendment.

10. Continued Effectiveness of Purchaser Loan Documents; Confirmation of Obligations. To the extent the provisions of any of the Purchaser Loan Documents differ from, or are inconsistent with, the terms of this Second Amendment, the provisions of this Second Amendment shall govern and control, otherwise all other terms, conditions and provisions of the

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Purchaser Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto. The Purchaser hereby (i) restates, confirms and reaffirms all of its obligations under the Loan Documents, as modified by this Second Amendment; (ii) acknowledges and agrees that the Lender, by entering into this Second Amendment, does not waive any existing or future default or event of default under any of the Purchaser Loan Documents, or any rights or remedies under any of the Purchaser Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any Default or event of default under any of the Purchaser Loan Documents, or any rights or remedies under any of the Purchaser Loan Documents; and (iv) acknowledges that the Purchaser does not have any set-off, defense or counterclaim to the payment or performance of any of the Purchaser's obligations under the Purchaser Loan Documents, as modified by this Second Amendment.

11. Borrower's Covenants, Representations and Warranties. In order to induce the Purchaser and the Lender to enter into this Second Amendment, each of the Mortgagor, and the Beneficiary hereby certifies, represents and warrants to the Purchaser and the Lender that all certifications, covenants, representations and warranties contained in the Seller Loan Documents and in all certificates heretofore delivered to the Purchaser and/or the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Second Amendment.

12. Purchaser's Covenants, Representations and Warranties. In order to induce the Lender to enter into this Second Amendment, the Purchaser hereby certifies, represents and warrants to the Lender that all certifications, covenants, representations and warranties contained in the Purchaser Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Second Amendment.

13. Conditions Precedent. This Second Amendment shall become effective as of the first business day (the "Effective Date") following receipt by the Lender of the following:

(a) Second Amendment. This Second Amendment duly executed by the parties hereto;

(b) Interest Reserve. The payment by the Borrower and/or the Purchaser to the Lender of the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) due upon the delivery of the executed Second Amendment to the Lender, which amount shall be held by the Lender in the Interest Reserve;

(c) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007822706 D2, dating down title to the Property to reflect the recordation of this Second Amendment;

(d) Loan Fee. The payment by the Borrower and/or the Purchaser to the Lender of a loan fee in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) due upon the delivery of the executed Second Amendment to the Lender;

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(e) Opinions of Counsel. Opinions from counsel to the Borrower and the Purchaser addressed to and in form and substance acceptable to the Lender, regarding the validity, binding nature and enforceability of this Second Amendment against the Borrower and the Purchaser, respectively, and such other matters of law as reasonably requested by the Lender; and

(f) Other Matters. Such other documents, certificates and/or resolutions as the Lender may reasonably request.

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

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

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

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

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

19. Construction.

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

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

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



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

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


21. Governing Law. This Second Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

22. Trustee's Exculpation. This Second Amendment is executed by LaSalle Bank National Association, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Seller Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Seller Loan Documents and by all persons claiming by, through or under the Seller Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

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

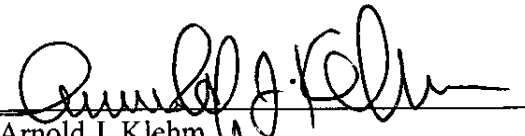
BORROWER:

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee under a Trust  
Agreement dated June 3, 1997  
and known as Trust No. 121063

FOR INTERNAL BANK USE ONLY		
		
OFFICER	OFFICER	CONTROL

By:   
Name: KATHLEEN E. SHIELDS  
Title: Trust Officer

KLEHM PROPERTIES, INC., an  
Illinois corporation

By:   
Name: Arnold J. Klehm  
Title: President

21214741

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PURCHASER:

THE WOODS OF SOUTH BARRINGTON,  
L.L.C., a Delaware limited liability company

By: MESIROW STEIN REAL ESTATE, INC.,  
an Illinois corporation  
Its: Member

By: Michael Szkatulski  
Name: Michael Szkatulski  
Title: Managing Director

By: \_\_\_\_\_  
Name: Roy D. Gottlieb  
Its: Member

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: Maria A. Acenias  
Name: MARIA E. ACENIAS  
Title: AVP

GKF:me  
August 2, 2002  
(61838640)

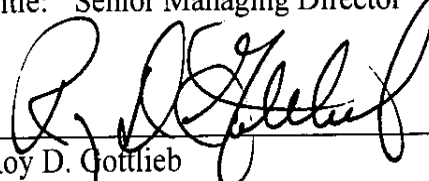
# UNOFFICIAL COPY

PURCHASER:

THE WOODS OF SOUTH BARRINGTON,  
L.L.C., a Delaware limited liability company


By: MESIROW STEIN REAL ESTATE, INC.,  
an Illinois corporation  
Its: Member

By: \_\_\_\_\_  
Name: Richard Stein  
Title: Senior Managing Director

By:  \_\_\_\_\_  
Name: Roy D. Gottlieb  
Its: Member

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:  \_\_\_\_\_  
Name: MARIA K. ALEXAKIS  
Title: A/P

GKF:me  
July 30, 2002  
(61838640)

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARIA K. ALEXAKIS, the AVP, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as trustee as aforesaid, 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 as such AVP, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th <sup>October</sup> day of ~~July~~, 2002.

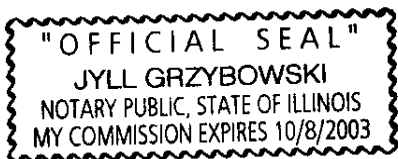
Maria T. Esparza  
Notary Public  
My Commission Expires:



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD J. KLEHM, the \_\_\_\_\_ of KLEHM PROPERTIES, INC., an Illinois corporation, 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 as such President, 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 31<sup>st</sup> day of July, 2002.



Jyll Grzybowski  
Notary Public  
My Commission Expires:

10-8-03

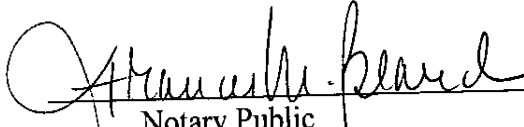
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STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL SZKATULSKI, the Managing Director of MESIROW STEIN REAL ESTATE, INC., a member of THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said corporation and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of July, 2002.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROY D. GOTTLIEB, a member of THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of July, 2002.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

21214741

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD STEIN, the Managing Director of MESIROW STEIN REAL ESTATE, INC., a member of THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said corporation and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of July, 2002.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROY D. GOTTLIEB, a member of THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of July, 2002.



Suzanne L. Collins  
Notary Public  
My Commission Expires:

March 26, 2006

21214741

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of August, 2002.

Kimberly Cobbs

Notary Public

My Commission Expires:

January 20, 2003



GKF:me  
July 30, 2002  
(61838640)

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Property of Cook County Clerk's Office

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## CONSENT OF SELLER

The foregoing Second Amendment to Loan Documents is hereby agreed and consented to as of August 1, 2002 by the undersigned, who agree to be bound by its terms and conditions.

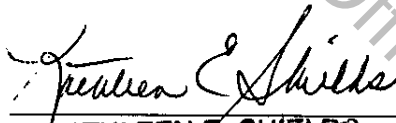
This consent is executed by LaSalle Bank National Association (the "Trustee"), not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Land Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by Klehm Properties, Inc. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Assignment, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Seller Loan Documents provided or by action to enforce the personal liability of any guarantor.

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee under Trust  
Agreements dated (i) November 20, 1974 and  
known as Trust No. 10-29563-09, (ii) January 6,  
1975 and known as Trust No. 48415, (iii) December  
20, 1974 and known as Trust No. 48413, and (iv)  
May 6, 1975 and known as Trust No. 48845

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

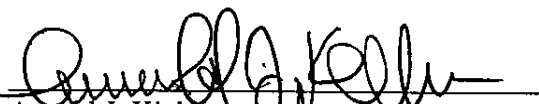
  
KATHLEEN E. SHIELDS  
Trust Officer

KLEHM PROPERTIES, INC., an  
Illinois corporation

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

Name: Arnold J. Klehm

Title: \_\_\_\_\_

  
president

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN E. SHIELDS, the Trust Officer, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as trustee as aforesaid, 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 as such Trust Officer, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of ~~July~~ <sup>Oct.</sup>, 2002.



Kimberly Cobbs

Notary Public

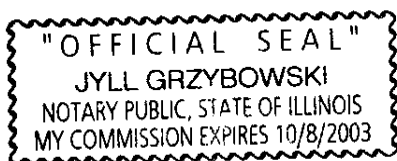
My Commission Expires:

January 20, 2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD J. KLEHM, the PRESIDENT of KLEHM PROPERTIES, INC., an Illinois corporation, 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 as such President, 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 31<sup>st</sup> day of July, 2002.



Jyll Grzybowski

Notary Public  
My Commission Expires:

10-8-03

21214741

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL A:

THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 7 1/2 RODS OF THE NORTH 10 1/2 RODS THEREOF AND EXCEPT THAT PORTION THEREOF DESCRIBED IN DEED TO THE COUNTY OF COOK RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 12124323, BEING SITUATED IN BARRINGTON TOWNSHIP, IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN FOR PUBLIC HIGHWAY (STATE ROUTE 59), ALSO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN FOR PUBLIC HIGHWAY (STATE ROUTE 59), IN COOK COUNTY, ILLINOIS.

PARCELS C, D and E - INTENTIONALLY OMITTED.

#### PARCEL F:

THE NORTH 643.37 FEET OF THE EAST 16.35 CHAINS OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL G:

THE NORTH 24.82 CHAINS (EXCEPT THE NORTH 924.84 FEET) OF THE EAST 16.35 CHAINS OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL H:

ALL THAT PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SECTION 33, 24 CHAINS AND 82 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 27 CHAINS AND 71 LINKS TO THE CENTER OF THE STATE ROAD; THENCE NORTH 69 DEGREES WEST ALONG THE CENTER OF SAID STATE ROAD 17 CHAINS AND 14 LINKS; THENCE NORTH PARALLEL WITH SAID FIRST MENTIONED LINE 21 CHAINS AND 95 LINKS; THENCE EAST AT RIGHT ANGLES TO SAID FIRST MENTIONED LINE 16 CHAINS 35 LINKS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THE NORTH 428.9 FEET OF THE EAST 508 FEET OF THE SOUTHEAST 1/4 OF SECTION 33) ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax Identification Numbers:

01-28-200-004  
01-28-200-005  
01-28-200-006  
01-28-400-001  
01-28-401-001  
01-28-402-001  
01-33-200-005  
01-33-200-006  
01-33-200-012  
01-33-200-008  
01-33-200-009  
01-33-200-011

Commonly known as:            Approximately 600 acres of vacant property  
located in South Barrington, Illinois

GKF:me  
July 30, 2002  
(61838640)

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

THE NORTH 643.37 FEET OF THE EAST 16.35 CHAINS OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 24.82 CHAINS (EXCEPT THE NORTH 924.84 FEET) OF THE EAST 16.35 CHAINS OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

ALL THAT PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SECTION 33, 24 CHAINS AND 82 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 27 CHAINS AND 71 LINKS TO THE CENTER OF THE STATE ROAD; THENCE NORTH 69 DEGREES WEST ALONG THE CENTER OF SAID STATE ROAD 17 CHAINS AND 14 LINKS; THENCE NORTH PARALLEL WITH SAID FIRST MENTIONED LINE 21 CHAINS AND 95 LINKS; THENCE EAST AT RIGHT ANGLES TO SAID FIRST MENTIONED LINE 16 CHAINS 35 LINKS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THE NORTH 428.9 FEET OF THE EAST 508 FEET OF THE SOUTHEAST 1/4 OF SECTION 33) ALL IN COOK COUNTY, ILLINOIS.

#### Property Address of Premises:

Northwest corner of Bartlett Road and Higgins Road  
Village of South Barrington, Illinois

#### Permanent Tax Identification. Numbers of Premises:

01-33-200-008-0000  
01-33-200-009-0000  
01-33-200-011-0000

GKF:me/July 30, 2002/(61838640)