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Doc#: 0335332007  
Eugene "Gene" Moore Fee: \$90.50  
Cook County Recorder of Deeds  
Date: 12/19/2003 09:59 AM Pg: 1 of 34

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
To:

Deutsch, Levy & Engel Chartered  
225 W. Washington Street  
Ste. 1700  
Chicago, Illinois 60606  
Attn: Aaron B. Zarkowsky



*Plan North Title 0,032642 496 T214m*

*This space reserved for Recorder's use only.*

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND  
SECOND MODIFICATION OF LOAN DOCUMENTS**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND SECOND MODIFICATION OF LOAN DOCUMENTS** (this "Second Modification") is made as of the 17<sup>th</sup> day of December, 2003, by and among SNT Investments 1, LLC, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983; David E. McPherson and Virginia A. Knoll, each as a co-Trustee of Trust B under the Will of David C. McPherson; Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978 (the aforesaid Trusts being sometimes referred to hereinafter as the "Estate Trusts", and the aforesaid Trustees as the "Estate Trustees"); LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974 (such Trustee being sometimes referred to hereinafter as the "Land Trustee", and its Trust Agreement as the "Land Trust"), Northbrook Venture, an Illinois general partnership ("NV") (The Estate Trustees, NV and the Land Trustee are collectively the "Borrower"), A-Z Ventures, L.L.C., an Illinois limited liability company ("Replacement Borrower"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

**RECITALS:**

A. Lender has heretofore made a loan ("Loan") to Borrower in the original principal amount of Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000) as evidenced by a Promissory Note dated August 31, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note") of which there is currently an \$807,742.91 outstanding principal amount.

**Near North National Title Corp  
222 North LaSalle Street  
Chicago, Illinois 60601**

- 169600.5

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B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 31, 2001, from Borrower to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on recorded on September 7, 2001, as Document Number 0010830745 ("Mortgage") (ii) that certain Assignment of Rents and Leases dated as of August 31, 2001 and recorded September 7, 2001 as Document No. 10830746 in the Recorder's Office ("Assignment of Rents"); (iii) that certain Environmental Indemnity Agreement dated August 31, 2001, from Borrower to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan Documents have been amended from time to time pursuant to that certain First Modification of Loan Documents dated as of March 15, 2002 and recorded November 6, 2002 as Document No. 0021224886 in the Recorder's Office ("First Modification") by Borrower for the benefit of Lender.

D. Borrower has requested Lender's consent to its assignment of the Loan Documents to Replacement Borrower in full substitution of Borrower and the Replacement Borrower has requested that the Lender amend the Loan Documents to add an Extension Option (as hereinafter defined).

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Second Modification as representations and warranties of the Borrower and the Replacement Borrower), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. Assignment and Assumption of Loan Documents.

1.1 Replacement Borrower hereby agrees to be liable for repayment of the Loan, and agrees to pay the Note, the current outstanding principal balance of which as of the date hereof is \$807,742.91, evidencing the Loan in accordance with the terms of said Note, in the full amount of the current unpaid balance. Replacement Borrower agrees that effective as of the date hereof it shall be bound by all of the terms and conditions contained in the Note and all of the Loan Documents that collateralize or, in any way, relate to the Loan evidenced thereby.

1.2 The Bank hereby releases and forever discharges Borrower, their heirs, successors and assigns from any and all liability, indebtedness, actions, claims, demands,

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damages, or losses that the Lender now or at any time in the future may have as a result of Borrower being the borrower under the Note payable to the order of the Lender.

**This Release shall in no way effect the continued liability of Borrower as to any other liabilities or indebtedness to the Lender not included in the Note or Loan.**

1.3 In furtherance of the following, in each of the Loan Documents the identification of the Borrower shall be hereinafter replaced with the Replacement Borrower.

## 2. Modifications to the Note

2.1 The preliminary paragraph of the Note on page one thereof is hereby amended by adding the following new subparagraph:

**“Extension Option.** Borrower shall have a one time option (“**Extension Option**”) to extend the term of this Note from August 1, 2006 to December 17, 2008 (“**Extension Period**”). In order to exercise the Extension Option Borrower shall notify Lender in writing not less than sixty (60) days prior to the original Maturity Date of its intention to extend the Maturity Date to December 17, 2008 (“**Extended Maturity Date**”).

2.2 Section 2.2 of Article 2 of the Note is hereby amended and restated in its entirety to read as follows:

**“2.2 Interest After Default.** From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the balance of principal remaining unpaid during any such period at an annual rate (“**Default Rate**”) equal to five percent (5%) plus the Loan Rate or the Fixed Rate, as the case may be; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.”

2.3 Article 2 of the Note is hereby amended by adding the following new subsections 2.4 and 2.5:

### **“2.4 Interest During the Extension Period.**

(a) Unless the LIBOR Rate is in effect, as described below, and subject to the conversion of the Loan to a fixed rate facility, interest shall accrue on the outstanding principal balance of this Note during the Extension Period at an annual rate equal to the Prime Rate (“**Prime Rate**”). Changes in the rate of interest to be charged hereunder based on the Prime

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Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. Notwithstanding the foregoing, the Prime Rate shall in no event be less than an annualized rate of three and seventy-five hundredths percent (3.75%).

"**Prime Rate**" means the rate of interest most recently announced by Lender at Chicago, Illinois as its prime or base rate. A certificate made by an officer of Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The "Prime Rate" is a base reference rate of interest adopted by Lender as a general benchmark from which Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and Borrower acknowledges and agrees that Lender has made no representations whatsoever that the "Prime Rate" is the interest rate actually offered by Lender to borrowers of any particular creditworthiness.

(b) Subject to the terms hereinafter set forth, Borrower may elect to have all of the outstanding principal balance of this Note bear interest at an annual rate equal to the LIBOR Rate plus two and fifty hundredths percent (2.50%) ("**Applicable Margin**"). Any principal amount bearing interest at an optional rate under this Note is referred to as a "**Portion**". Notwithstanding the foregoing, the LIBOR Rate shall in no event be less than an annualized rate of three and seventy-five hundredths percent (3.75%). Designation of a LIBOR Rate Portion is subject to the following requirements:

(i) The interest period during which the LIBOR Rate will be in effect will be one month, or such other period as may be agreed to by Lender and Borrower. Borrower shall irrevocably request, in writing, a LIBOR Rate Portion no later than 2:00 p.m. Chicago time on the day on which the London Inter-Bank Offered Rate will be set, as specified below. If the first election for a LIBOR Rate Portion is made such that the interest period shall commence on any day other than the first Business Day of a month, then the initial interest period shall end on the last day of the month in which such election is made and the Portion for such partial month shall bear interest at a short term LIBOR Rate, plus the Applicable Margin. In any event the first day of the interest period must be a day on which Lender is open for business in Chicago, Illinois (a "**Business Day**") and banks are open in London, England and dealing in offshore United States dollars. The last day of the interest period and the actual number of days during the interest

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period will be determined by Lender using the practices of the London inter-bank market.

(ii) Reserved.

(iii) "**LIBOR Rate**" means the interest rate determined by the following formula, rounded upward to the nearest 1/100 of one percent (all amounts in the calculation will be determined by Lender as of the first day of the interest period:

$$\text{LIBOR} = \frac{\text{London Inter-Bank Offered Rate}}{(1.00 - \text{Reserve Percentage})}$$

Where,

(1) "**London Inter-Bank Offered Rate**" means the rate per annum equal to the offered rate for deposits in U.S. dollars for the applicable interest period and for amounts comparable to the LIBOR Rate Portion published by Bloomberg's Financial Markets Commodities News at approximately 8:00 a.m. Chicago time two (2) Business Days before the commencement of the interest period (or if not so published, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to determine such rate); provided, however, that after the first election of an interest period with respect to any Portion, the London Inter-Bank Offered Rate shall be determined at approximately 8:00 a.m. Chicago time on the first Business Day of the month for each interest period thereafter with respect to such Portion.

(2) "**Reserve Percentage**" means the total of the maximum reserve percentages for determining the reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency Liabilities, as defined in Federal Reserve Board Regulation D, rounded upward to the nearest 1/100 of one percent. The percentage will be expressed as a decimal, and will include, but not be limited to, marginal, emergency, supplemental, special, and other reserve percentages.

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(iv) Each LIBOR Rate Portion elected by Borrower shall automatically renew for the same interest period at the then current LIBOR Rate plus the Applicable Margin unless Borrower shall otherwise irrevocably request, in writing, a different interest period or conversion of all or a portion of the LIBOR Rate Portion to the Prime Rate, no later than 2:00 p.m. Chicago time on the second (2<sup>nd</sup>) Business Day before the expiration of the existing interest period. Borrower may not elect a LIBOR Rate and an interest period for a LIBOR Rate Portion shall not automatically renew with respect to any principal amount which is scheduled to be repaid before the last day of the applicable interest period, and any such amounts shall bear interest at the Prime Rate, until repaid.

(v) Lender is not obligated to accept a deposit in the inter-bank market in order to charge interest on a LIBOR Rate Portion at the LIBOR Rate, once Borrower elects such rate.

(vi) Each prepayment of a LIBOR Rate Portion, whether voluntary, involuntary, by reason of acceleration or otherwise, will be accompanied by the amount of accrued interest on the amount prepaid and the "Make Whole Costs", as described below. A "prepayment" is a payment of an amount on a date earlier than the scheduled payment date for such amount as required by this Note. The "Make Whole Costs" shall be equal to all costs, expenses, penalties and charges incurred by Lender as a result of the early termination or breakage of a LIBOR Rate Portion plus any Additional Costs (hereinafter defined) and the amount (if any) by which:

(1) the additional interest which would have been payable during the interest period on the amount prepaid had it not been prepaid, exceeds

(2) the interest which would have been recoverable by Lender by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by Lender, for a period starting on the date on which it was prepaid and ending on the last day of the interest period for such Portion (or the scheduled payment date for the amount prepaid, if earlier).

(vii) Each prepayment of a LIBOR Rate Portion, whether voluntary, involuntary, by reason of acceleration or otherwise, will be

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accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by Lender as a result of the early termination or breakage of a LIBOR Rate Portion.

(viii) Lender will have no obligation to accept an election for a LIBOR Rate Portion if any of the following described events has occurred and is continuing:

(1) Dollar deposits in the principal amount, and for periods equal to the interest period, of a LIBOR Rate Portion are not available in the London inter-bank market; or

(2) maintenance of a LIBOR Rate Portion would violate any applicable law, rule, regulation or directive, whether or not having the force of law; or

(3) the LIBOR Rate does not accurately reflect the cost of a LIBOR Rate Portion; or

(4) an Event of Default has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default.

(ix) In addition, Borrower shall be responsible for paying any costs ("**Additional Costs**") actually incurred by Lender as a direct result of any change in Lender's cost of complying with any law, rule, regulation or other requirement imposed, interpreted or enforced by any federal, state or other governmental or monetary authority which is applicable to assets held by or deposits or accounts with or credits extended by Lender and which causes Lender to incur costs or increases the effective cost to Lender of lending to Borrower at the LIBOR Rate or decreases the effective spread or yield of two and fifty hundredths percent (2.50%) per annum above the LIBOR Rate which would be made by Lender on a LIBOR Rate Portion."

**2.5 Fixed Rate Option.** Borrower shall have the one time option during the Extension Period to elect a fixed rate of interest to accrue on the outstanding principal balance of this Note in lieu of and in replacement of Borrower's option of the Loan Rate and the LIBOR Rate. The Fixed Rate (as hereinafter defined) shall commence on the first day of the first month subsequent to the month in which Borrower notifies Lender, in writing, ("**Conversion Date**") that the Borrower desires

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to fix the rate of interest. Interest shall accrue on the outstanding principal balance of this Note from the Conversion Date through the Extended Maturity Date at the rate per annum ("**Fixed Rate**") equal to (i) Two and Twenty-Five Hundredths percent (2.25%) plus (ii) the yield (converted as necessary to an annual interest rate) on U.S. Treasury Securities having a maturity date closest to the Maturity Date, as published in Bloomberg's Financial Markets Commodities News at approximately 8:00 a.m. Chicago time on the second (2nd) business day preceding the Conversion Date ("**Determination Date**") (or if not so published, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine such yield) plus the corresponding swap spread as published in Bloomberg's Financial Markets Commodities News as of the Determination Date (or if not so published, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine such spread). "**U.S. Treasury Securities**" means actively traded U.S. Treasury bonds, bills and notes, and if more than one issue of U.S. Treasury securities is scheduled to mature on or about the Maturity Date then to the extent possible, the U.S. Treasury security maturing most recently prior to the Extended Maturity Date will be chosen as the basis of the yield. Notwithstanding the foregoing, the Fixed Rate shall in no event be less than an annualized rate of five and fifty hundredths percent (5.50%)."

2.4 Article 3, Section 3.1 of the Note is hereby amended by (i) deleting subsection (c) in its entirety; and (ii) replacing therefore the following new subsections "(c)," "(d)" and "(e):"

"(c) Commencing on the first day of September, 2006, and on the first day of each month thereafter through and including the earlier of (i) month in which the Conversion Date occurs, or (ii) the Maturity Date interest accrued on the portions of this Note bearing interest at the Prime Rate shall be due and payable. Interest on the LIBOR Rate Portion shall be paid in arrears on the first day of each month. Interest accrued on any LIBOR Rate Portion as of the date of termination, breakage or other disposition shall be due and payable in full on the date of such termination, breakage or disposition. In addition to payments of interest set forth above, Borrower shall also pay to Lender, commencing on September 1, 2006 and on the first day of each month thereafter through and including the month in which the Extended Maturity Date occurs, principal payments of One Thousand Two Hundred Twenty-Nine and no/100 Dollars (\$1,229) each.

(d) Commencing on the Conversion Date and on the first day of each month thereafter through and including the month in which the Extended Maturity Date occurs, payments of principal and accrued and unpaid interest thereon shall be due and payable in an amount required to fully amortize the outstanding principal balance of the Loan in equal, consecutive monthly installments over the remaining number



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of months in a twenty-five (25) year period that commenced with the Closing Date. Lender shall deliver an amortization schedule to Borrower on the Conversion Date indicating the monthly payments due hereunder.

(e) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any other Loan Document (as hereinafter defined), shall be due and payable in full on the Maturity Date, or if extended pursuant to the terms hereof, the Extended Maturity Date.”

2.5 Article 3, Section 3.5 of the Note is hereby amended as follows:

2.5.1 The Caption of Section 3.5 is hereby amended and restated in its entirety to read as follows: “Prepayment Prior to the Extension Period.”

2.5.2 The introductory paragraph commencing Subsection “(a)” is hereby amended and restated in its entirety to read as follows:

“(a) Provided that no Event of Default then exists, Borrower may voluntarily prepay the principal balance of this Note, in whole but not in part, at any time prior to the Extension Period subject to the following conditions:”

2.6 Article 3 of the Note is hereby amended by adding the following new subsection 3.7:

### **“3.7 Prepayment During Extension Period.**

(a) Prepayment prior to Conversion Date. The portion of this Note bearing interest at the Prime Rate may be prepaid, either in whole or in part, without penalty or premium, at any time and from time to time prior to the Conversion Date upon fourteen (14) days prior notice to Lender. The portion of this Note bearing interest at the LIBOR Rate may be prepaid only on the last day of an interest period; provided, however, that Borrower may prepay a LIBOR Rate Portion prior to such day so long as such prepayment is accompanied by a simultaneous payment of the Make Whole Costs described above, plus accrued interest on the LIBOR Rate Portion being prepaid through the date of prepayment.

(b) Prepayment subsequent to Conversion Date. Provided that no Event of Default then exists, Borrower may voluntarily prepay the principal

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balance of this Note, in whole but not in part, at any time on or after the Conversion Date, subject to the following conditions:

(i) Not less than thirty (30) days prior to the date upon which Borrower desires to make such prepayment, Borrower shall deliver to Lender written notice of its intention to prepay this Note in full, which notice shall be irrevocable and state the prepayment date ("**Prepayment Date**");

(ii) Borrower shall pay to Lender, concurrently with such prepayment, a prepayment premium ("**Prepayment Premium**") equal to the greater of (A) the Yield Amount (as hereinafter defined) or (B) the Fixed Amount (as hereinafter defined); and

(iii) Borrower shall pay to Lender all accrued and unpaid interest through the date of such prepayment on the principal balance being prepaid.

Notwithstanding the foregoing, no Prepayment Premium shall be owing if such prepayment is made on or after the ninetieth (90<sup>th</sup>) day prior to the Maturity Date.

(c) Borrower acknowledges that the Loan was made on the basis and assumption that Lender would receive the payments of principal and interest set forth herein for the full term hereof. Therefore, if the maturity hereof has been accelerated by reason of the occurrence of an Event of Default the Prepayment Premium shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder.

(d) For purposes of this Note, the "**Fixed Amount**" shall mean one percent (1.00%) of the amount prepaid.

For purposes of this Note, the "**Yield Amount**" shall be the amount calculated as follows:

(i) There shall first be determined, as of the Prepayment Date, the amount, if any, by which the Fixed Rate exceeds the yield to maturity percentage ("**Current Yield**") for actively traded U.S. Treasury bonds, bills and notes ("**Treasury Security**") closest in maturity to the Maturity Date as published in The Wall Street Journal on the fifth business day preceding the Prepayment Date. If publication of (A) The Wall Street Journal or (B) the Current Yield of the Treasury Security in The Wall Street Journal is

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discontinued, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine the Current Yield;

(ii) The difference calculated pursuant to clause (i) above shall be multiplied by the outstanding principal balance of this Note as of the Prepayment Date;

(iii) The product calculated pursuant to clause (ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365; and

(iv) The product calculated pursuant to clause (iii) above shall be discounted at the annual rate of the Adjusted Current Yield (where the "Adjusted Current Yield" means the Current Yield adjusted to reflect the difference in timing of semi-annual payments of interest on the Treasury Security and monthly payments under this Note) to the present value thereof as of the Prepayment Date, on the assumption that said sum would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date;

provided that Borrower shall not be entitled in any event to a credit against, or a reduction of, the indebtedness being prepaid if the Adjusted Current Yield exceeds the Fixed Rate or for any other reason."

2.7 Article 5, Section 5.1 of the Note is hereby amended and restated in its entirety to read as follows:

"5.1 the failure by Borrower to pay (i) any installment of principal or interest payable pursuant to this Note within ten (10) days after the date when due, or (ii) any other amount payable to Lender under this Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof;"

2.8 Article 5 is hereby amended by adding the following new subsections 5.3 and 5.4:

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“5.3 the occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under that certain note of even date herewith in the original principal amount of \$2,041,000.00 (“Junior Note”) any document or agreement evidencing or securing such obligation or indebtedness of Mortgagor to Mortgagee; or

5.4 the occurrence of the death or legal incompetency, as applicable, of any of the Guarantors of the Junior Note.”

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

### 3. Modifications to Mortgage.

3.1 Section 6.c. of the Mortgage is hereby amended by (i) deleting the phrase “Indebtedness or Five Hundred Thousand Dollars (\$500,000)” and (ii) replacing therefor the following phrase: “indebtedness of Borrower to Lender evidenced by that certain Promissory Note dated December 17, 2003 made by Borrower to the benefit of Lender in the original principal amount of \$2,041,000.00.”

3.1 Section 13.j.ii of the Mortgage is hereby amended and restated in its entirety to read as follows:

“Mortgagor’s Illinois Secretary of State issued organizational identification number is 01026763.”

3.3 Section 14.a.ii of the Mortgage is hereby amended and restated in its entirety to read as follows:

“Intentionally Omitted.”

3.3 Section 26 of the Mortgage is hereby amended and restated in its entirety to read as follows:

“To Mortgagee:

LaSalle Bank National Association  
8303 W. Higgins Road  
Suite 600  
Chicago, Illinois 60631  
Attn: Michael McGrogan

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and: Deutsch, Levy & Engel Chartered  
225 W. Washington Street, Ste. 1700  
Chicago, Illinois 60606  
Attn: Aaron B. Zarkowsky  
Fax: 312/346-1859

To Mortgagor: A-Z Ventures, L.L.C.  
3665 Commercial Avenue  
Northbrook, Illinois 60062  
Attn: Jeffrey Annenberg

With a copy to: Levenfeld Pearlstein  
2 N. LaSalle Street  
Suite 1300  
Chicago, Illinois 60062  
Attn: Keith Ross

3.4 Section 37 of the Mortgage is hereby amended as follows:

3.4.1 Subsection a of Section 37 of the Mortgage is hereby amended by (i) deleting the number "1.30" and (ii) replacing therefore the number "1.20."

3.4.2 Subsection d of Section 37 of the Mortgage is hereby amended and restated in its entirety to read as follows:

"d. If, at any time during any Year Mortgagee reasonably believes that an event has occurred which will cause a decrease in the Debt Service Ratio during such Year (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the Debt Service Ratio shall be less than 1.20 to 1.00, then an Event of Default shall be deemed to exist as of thirty (30) days from notice from Mortgagee to Mortgagor of such decrease in the Debt Service Ratio unless Borrower on or before the 30<sup>th</sup> day after such notice shall do one of the following:

(i) make a partial payment of the principal outstanding under the Note in an amount satisfactory to increase the Debt Service Ratio to 1.20 to 1.00 ("**Debt Service Payment**").

(ii) deposit into a collateral Deposit Account (as that term is defined in the Code) held by and under the control of Mortgagee an amount equal to the Debt Service Payment. In the event that Mortgagor satisfies the Debt Service Ratio covenant subsequent to

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the deposit, and provided that there shall be no Event of Default or an event by passage of time or giving of notice would mature into an Event of Default, Mortgagee shall return said funds to Mortgagor.”

3.5 Subsection n of Section 38 of the Mortgage is hereby deleted.

#### 4. Modifications to the First Modification.

4.1 Section 2(b) of the First Modification is hereby deleted, and the language deleted by said First Modification shall be reinstated in its entirety.

4.2 Section 2(c) of the First Modification is hereby deleted, and the language deleted by said First Modification shall be reinstated in its entirety..

4.3 Section 2(d) of the First Modification is hereby deleted, and the language deleted by said First Modification shall be reinstated in its entirety.

4.4 Section 2(e) of the First Modification is hereby deleted, and the language deleted by said First Modification shall be reinstated in its entirety.

4.5 Section 3 of the First Modification is hereby deleted.

4.6 Section 4 of the First Modification is hereby deleted.

5. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:

5.1 There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

5.2 As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

5.3 Each of the entities constituting Borrower are validly existing under the laws of the State of their respective formation or organization and have the requisite power and authority to execute and deliver this Second Modification. The execution and delivery of this Second Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the entities constituting Borrower. This Second Modification has been duly executed and delivered on behalf of Borrower.

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6. **Representations and Warranties of Replacement Borrower.** Replacement Borrower hereby represents and warrants to the Lender as follows:

6.1 **Organization.** Replacement Borrower is a duly formed limited liability company under the laws of the State of Illinois, validly existing, in good standing and fully qualified to do business in the State of Illinois. The Articles of Organization and Operating Agreement of Replacement Borrower, certified copies of which have been furnished to Lender, are in effect, unamended and are the true, correct and complete documents relating to Replacement Borrower's creation and governance. Replacement Borrower and its members have fully complied with all applicable securities and other laws, ordinances and regulations in connection with the formation of Illinois and the sale and offer for sale of interests therein.

6.2 **Members.** All membership interests of Replacement Borrower are owned free and clear of all liens, claims, pledges and encumbrances.

6.3 **Continuing Existence.** Replacement Borrower, without the prior written consent of Lender, shall not (i) permit itself to be dissolved or its existence terminated, or (ii) amend or modify its organizational documents if such amendment or modification could have a material adverse effect on Replacement Borrower's ability to perform its obligations under any of the Loan Documents.

6.4 **Solvency.** Replacement Borrower represents and warrants to Lender that it is able to pay its debts as such debts become due, and it has capital sufficient to carry on its present businesses and transactions and all businesses and transactions in which they are about to engage. Replacement Borrower (i) is not bankrupt or insolvent, (ii) has not made an assignment for the benefit of its creditors, (iii) has not had a trustee or receiver appointed, (iv) has no bankruptcy, reorganization or insolvency proceedings instituted by or against it, or (v) shall not be rendered insolvent by its or his execution, delivery or performance of the Loan Documents or by the transactions contemplated thereunder.

6.5 **Financial Information.** All financial statements and rent rolls submitted to Lender relating to Replacement Borrower and the Premises are true, complete and correct in all material respects. The financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition of the person or entity to which they pertain. Neither the financial statements nor the rent rolls contain any untrue statement of a material fact or fail to state a fact material to such financial statements or rent rolls. No material adverse change has occurred in the financial condition or operations of Replacement Borrower or the Premises since the respective dates of the most recent financial statements and rent roll delivered to Lender.

6.6 **Authority.** Replacement Borrower has full power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations set forth

# UNOFFICIAL COPY

thereunder. Upon the execution and delivery hereof and thereof, this Second Modification shall be valid, binding and enforceable upon Replacement Borrower. Execution and delivery of this Second Modification or any of the other Loan Documents do not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Replacement Borrower is a party or is bound or which is binding upon or applicable to the Premises or any portion thereof.

6.7 **No Defenses.** There are no conditions, events or circumstances existing, or any litigation, arbitrations, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Replacement Borrower, the Borrower or the Premises, or which would prevent Replacement Borrower from complying with or performing its respective obligations under the Loan Documents within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

6.8 **Events of Default.** A breach of any of the representations, warranties or covenants set forth in this section shall constitute an Event of Default under the Note, the Mortgage and the other Loan Documents.

6.9 **Distributions to Shareholders.** Replacement Borrower hereby covenants to Lender that it shall make no distributions to its members of any revenue received by or on behalf of Borrower from the operation or ownership of the Premises if an Event of Default (as defined in the Mortgage) or an event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists.

6.10 **Validity of Loan Documents.** Following the execution and delivery of this Second Modification, the Loan Documents, as amended hereby, are in full force and effect, the representations and warranties contained therein, except that may have been related to a date certain or to the Borrower specifically, are true and correct as of the date hereof, and will be the legal, valid and binding obligations of Replacement Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

7. **Title Policy.** As a condition precedent to the agreements contained herein, Replacement Borrower shall, at its sole cost and expense, cause Near North National Title Corporation to issue a Lender's title insurance policy (the "Title Policy") dated as of the date this Second Modification is recorded, reflecting the recording of this Second Modification and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender and including such endorsements as Lender shall require.



# UNOFFICIAL COPY

8. **Expenses.** As a condition precedent to the agreements contained herein, Replacement Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Second Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

9. **Assignment and Assumption Fee.** In consideration of Lender's agreement to consent to the assumption of the Loan by Borrower, and to make the modifications contained herein, Borrower shall pay to Lender a non-refundable fee in the amount of Four Thousand Thirty-Eight Dollars (\$4,038), which shall be due and payable in full as a condition precedent to Lender's obligations hereunder.

10. **Miscellaneous.**

10.1 This Second Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

10.2 This Second Modification shall not be construed more strictly against Lender than against Borrower or Replacement Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Replacement Borrower and Lender have contributed substantially and materially to the preparation of this Second Modification, and Borrower, Replacement Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Second Modification. Each of the parties to this Second Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Second Modification, and recognizes that it is executing and delivering this Second Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Second Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

10.3 Notwithstanding the execution of this Second Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Replacement Borrower nor shall privity of contract be presumed to have been established with any third party.

10.4 Borrower, Replacement Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Second Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Replacement Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this

# UNOFFICIAL COPY

Second Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

10.5 This Second Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10.6 Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

10.7 This Second Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

10.8 Time is of the essence of each of Borrower's and Replacement Borrower's obligations under this Second Modification.

10.9 Land Trustee Exculpation. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. 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 it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived 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 for the payment thereof.

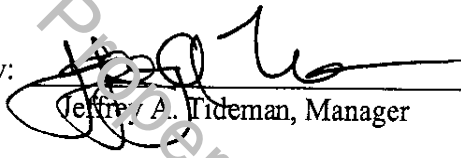
(Signature Page Follows)

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification dated as of the day and year first above written.

### ORIGINAL BORROWERS:

SNT Investments 1, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

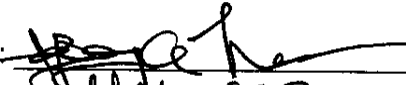
By:   
Jeffrey A. Tideman, Manager

David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

by SNT INVESTMENTS 1, LLC  
PARTNER

By:   
Its: MANAGER

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974

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

Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

### REPLACEMENT BORROWER

A-Z Ventures, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### LENDER

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

SNT Investments I, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

\_\_\_\_\_  
David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

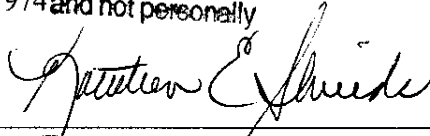
By: \_\_\_\_\_  
Jeffrey A. Tideman, Manager

\_\_\_\_\_  
Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974 ~~and not personally~~

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

By:   
Its: **Trust Officer**

\_\_\_\_\_  
Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: James Anixter  
Title: Manager

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

SNT Investments 1, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

David E. McPherson  
David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

By: \_\_\_\_\_  
Jeffrey A. Tideman, Manager

\_\_\_\_\_  
Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974

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

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

\_\_\_\_\_  
Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

SNT Investments 1, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

\_\_\_\_\_  
David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

By: \_\_\_\_\_  
Jeffrey A. Tideman, Manager

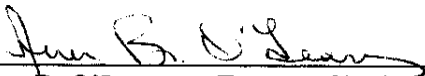
\_\_\_\_\_  
Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974

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

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

  
Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

SNT Investments 1, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

\_\_\_\_\_  
David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

By: \_\_\_\_\_  
Jeffrey A. Tideman, Manager

*Virginia A. Knoll*  
\_\_\_\_\_  
Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974

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

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

\_\_\_\_\_  
Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this First Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

\_\_\_\_\_  
Selim N. Tideman, Jr., as Trustee under the  
Selim N. Tideman Trust dated June 28, 1983

\_\_\_\_\_  
David E. McPherson

\_\_\_\_\_  
Virginia A. Knoll, each as a co-Trustee of  
Trust B under the Will of David C.  
McPherson

\_\_\_\_\_  
LaSalle Bank National Association, as  
successor Trustee to American National  
Bank and Trust Company of Chicago) under  
Trust Agreement No. 32633 dated January  
29, 1974

\_\_\_\_\_  
Ann B. O'Leary, as Trustee of both the Ann  
B. O'Leary Declaration of Trust dated  
January 26, 1990, and the Residuary Trust  
created under the Daniel J. O'Leary  
Declaration of Trust dated January 12, 1978

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

**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited  
liability company

LASALLE BANK NATIONAL  
ASSOCIATION

By: Jim Anixter  
Name: Jim Anixter  
Title: Manager

By: \_\_\_\_\_  
Scott Lesser  
Its: First Vice President



# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Modification dated as of the day and year first above written.

**ORIGINAL BORROWERS:**

SNT Investments 1, LLC, an Illinois limited liability company, assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983

\_\_\_\_\_  
David E. McPherson, co-Trustee of Trust B under the Will of David C. McPherson

By: \_\_\_\_\_  
Jeffrey A. Tideman, Manager

\_\_\_\_\_  
Virginia A. Knoll, co-Trustee of Trust B under the Will of David C. McPherson

Northbrook Venture, an Illinois general partnership

LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974

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

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

\_\_\_\_\_  
Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978

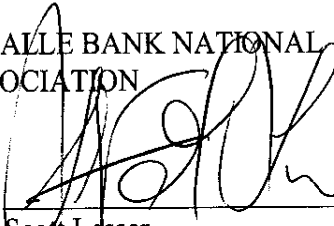
**REPLACEMENT BORROWER**

**LENDER**

A-Z Ventures, L.L.C., an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: James Anixter  
Title: Manager

By:   
Scott Lesser  
Its: First Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey A. Tideman, Manager of SNT Investments 1, LLC as assignee of Selim N. Tideman, Jr., as Trustee under the Selim N. Tideman Trust dated June 28, 1983, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

My Commission Expires: \_\_\_\_\_

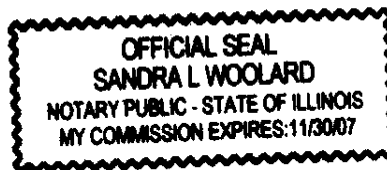
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I Sandra Woolard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David E. McPherson as a Trustee of Trust B under the Will of David C. McPherson, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of December, 2003

Sandra L Woolard  
Notary Public

My Commission Expires: 11/30/07





# UNOFFICIAL COPY

OHIO  
STATE OF ILLINOIS )  
                  ) SS  
COUNTY OF Summit )

I THOMAS G. KNOLL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia A. Knoll, as a co-Trustee of Trust B under the Will of David C. McPherson, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of DECEMBER, 2003.

Thomas G. Knoll  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

**THOMAS G. KNOLL, Attorney at Law**  
Notary Public - State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 R.C.

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia A. Knoll, as a co-Trustee of Trust B under the Will of David C. McPherson, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

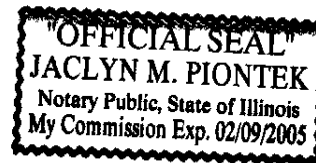
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann B. O'Leary, as Trustee of both the Ann B. O'Leary Declaration of Trust dated January 26, 1990, and the Residuary Trust created under the Daniel J. O'Leary Declaration of Trust dated January 12, 1978, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of December, 2003.

Jaclyn M. Piontek  
Notary Public

My Commission Expires: 2/9/05



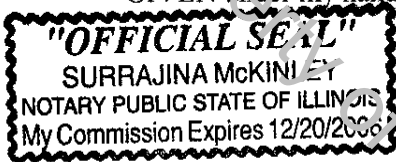


# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I Surrajina McKinley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN E. SHIELDS (LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago) under Trust Agreement No. 32633 dated January 29, 1974, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of December, 2003.



Surrajina McKinley  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, general partner of Northbrook Venture, an Illinois general partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

My Commission Expires: \_\_\_\_\_







# UNOFFICIAL COPY

## EXHIBIT A

### THE PROPERTY

LOTS 18, 19 AND 20 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION UNIT NO. 4, SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 17, 1968 AS DOCUMENT 20462314 IN COOK COUNTY ILLINOIS

PIN: 04-06-203-002; 04-06-203-003; 04-06-203-004

Address: 3631-3665 Commercial Drive, Northbrook, Illinois

Property of Cook County Clerk's Office