



Doc#: 0413518078
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 05/14/2004 10:51 AM Pg: 1 of 18

THIS INSTRUMENT PREPARED BY:
Bruce A. Salk
Cohen, Salk & Huvar, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:
Oak Brook Bank
1400 Sixteenth Street
Oak Brook, Illinois 60523
Attn: John Bonino

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as the "Modification Agreement") made as of this 30th day of March, 2004, by and among EDGEWATER SQUARE LLC, an Illinois limited liability company ("Borrower"), C A DEVELOPMENT, INC., an Illinois corporation, J. PAUL BERTSCHE, WENDY G. ANDREWS (C A Development, Inc., J. Paul Bertsche and Wendy G. Andrews hereinafter each sometimes individually referred to as a "Guarantor", and collectively as the "Guarantors"), OLD IRVING POINTE, LLC, an Illinois limited liability company ("Old Irving"), (Borrower, Guarantors and Old Irving are hereinafter collectively referred to as the "Obligors") and OAK BROOK BANK ("Lender").

WITNESSETH: COPIES OF THE INSTRUMENTS EXECUTING THIS DOCUMENTS AND ARE NOT ORIGINAL SIGNATURES.

WHEREAS, Borrower has executed and delivered to Lender the following mortgage notes each dated as of May 8, 2003: (i) mortgage note in the principal amount of Five Million Five Hundred Forty Thousand and 00/100 Dollars (\$5,540,000.00) bearing interest at the rate specified therein (the "First Note"); (ii) mortgage note in the principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) bearing interest at the rate specified therein (the "Second Note"), and (iii) mortgage note in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) bearing interest at the rate specified therein (the "Third Note") (the First Note, the Second Note and the Third Note are hereinafter collectively referred to as the "Notes"), which Notes are secured by the following documents (the following documents and any and all other instruments executed by any Obligor are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement of even date therewith, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0313707450 (the "Senior Mortgage") on property commonly known as northwest and northeast corners of Rosehill Drive and North Clark Street, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Senior Premises");

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N. Ashland

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- (ii) assignment of rents and of lessor's interest in leases dated May 8, 2003 made by Borrower in favor of Lender, encumbering the Senior Premises and recorded in the Recorder's Office as Document No. 0313707501 (the "Senior Assignment of Rents");
- (iii) junior mortgage and security agreement dated May 8, 2003 made by Old Irving to Lender, recorded in the Recorder's Office as Document No. 0313741126 (the "Junior Mortgage") (the Senior Mortgage and the Junior Mortgage are hereinafter collectively referred to as the "Mortgage") on property commonly known as 3860, 3850 and 3874 North Milwaukee Avenue, Chicago, Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Junior Premises") (the Senior Premises and the Junior Premises are hereinafter collectively referred to as the "Premises");
- (iv) junior assignment of rents and of lessor's interest in leases dated May 8, 2003 made by Old Irving in favor of Lender, encumbering the Junior Premises and recorded in the Recorder's Office as Document No. 0313741127 (the "Junior Assignment of Rents");
- (v) guaranty dated May 8, 2003 made by Guarantors in favor of Lender;
- (vi) environmental indemnity agreement dated May 8, 2003 made by Borrower and Guarantors in favor of Lender;
- (vii) construction loan agreement dated May 8, 2003 between Borrower and Lender (the "Loan Agreement");
- (viii) security agreement and assignment of contractual agreements affecting real estate dated May 8, 2003 made by Borrower in favor of Lender;
- (ix) assignment of sales contracts dated May 8, 2003 made by Borrower in favor of Lender;
- (x) assignment of developer rights dated May 8, 2003 made by Borrower in favor of Lender;
- (xi) security agreement dated May 8, 2003 made by Borrower in favor of Lender (the "Security Agreement"); and
- (xii) UCC-1 Financing Statement made by Borrower in favor of Lender.

WHEREAS, Obligors are desirous of (i) increasing the principal sum of the Second Note from \$2,500,000.00 to \$3,250,000.00, and (ii) increasing the aggregate amount of disbursements under the Loan from \$6,280,000.00 to \$6,850,000.00, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

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NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Senior Mortgage held by Lender is a valid, first and subsisting lien on the Senior Premises and that the execution of this Modification Agreement will not impair the lien of said Senior Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Senior Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement, at the sole election of Lender, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such term as set forth in the Loan Documents.

2. Concurrent with the execution of this Modification Agreement, Borrower shall execute and deliver to Lender an amended and restated mortgage note of even date herewith in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00), payable to the order of Lender (the "Amended Second Note"). Each reference in the Loan Documents to the "Second Note" or the "Facility B Note" shall hereafter mean the "Amended Second Note". Each reference in the Loan Documents to the "Notes" shall hereafter mean the First Note, the Amended Second Note and the Third Note, collectively.

3. The Senior Mortgage is hereby amended by deleting the first "Whereas" clause on page 1 in its entirety and replacing it with the following:

" **WHEREAS**, the Mortgagor has executed and delivered to the Mortgagee, the following mortgage notes (each individually referred to as a "Note" and collectively referred to as the "Notes"): (i) mortgage note dated May 8, 2003 in the principal amount of Five Million Five Hundred Forty Thousand and 00/100 Dollars (\$5,540,000.00) bearing interest at the rate specified therein (the "First Note"), due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) amended and restated mortgage note dated March 30, 2004 in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) bearing interest at the rate specified therein (the "Second Note") due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (iii) mortgage note dated May 8, 2003 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) bearing interest at the rate specified therein (the "Third Note") due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which Third Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

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4. The Assignment of Rents is hereby amended by deleting the first "Whereas" paragraph on page 1 and replacing it with the following:

" **WHEREAS**, Assignor has executed three mortgage notes (hereinafter individually referred to as a "Note" and collectively referred to as the "Notes"), payable to the order of OAK BROOK BANK (hereinafter referred to as "Assignee") as follows:

- A. Mortgage Note dated May 8, 2003 in the principal amount of Five Million Five Hundred Forty Thousand and 00/100 (\$5,540,000.00) Dollars; and
- B. Amended and Restated Mortgage Note dated March 30, 2004 in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 (\$3,250,000.00) Dollars; and
- C. Mortgage Note in the principal amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars; and"

5. The Junior Mortgage is hereby amended by deleting the first "Whereas" paragraph on page 1 and replacing it with the following:

" **WHEREAS**, EDGEWATER SQUARE, LLC, an Illinois limited liability company, has executed and delivered to the Mortgagee, the following mortgage notes (each individually referred to as a "Note" and collectively referred to as the "Notes"): (i) mortgage note dated May 8, 2003 in the principal amount of Five Million Five Hundred Forty Thousand and 00/100 Dollars (\$5,540,000.00) bearing interest at the rate specified therein (the "First Note"), due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) amended and restated mortgage note dated March 30, 2004 in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) bearing interest at the rate specified therein (the "Second Note") due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (iii) mortgage note dated May 8, 2003 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) bearing interest at the rate specified therein (the "Third Note") due 355 days after demand by Mortgagee, payable to the order of the Mortgagee, the terms and provisions of which Third Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

6. The Junior Assignment of Rents is hereby modified by deleting the first "Whereas" paragraph on page 1 and replacing it with the following:

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“ **WHEREAS**, EDGEWATER SQUARE LLC, an Illinois limited liability company, has executed three mortgage notes (hereinafter individually referred to as a “Note” and collectively referred to as the “Notes”) payable to the order of OAK BROOK BANK (hereinafter referred to as “Assignee”) as follows:

- A. Mortgage Note dated May 8, 2003 in the principal amount of Five Million Five Hundred Forty Thousand and 00/100 (\$5,540,000.00) Dollars; and
- B. Amended and Restated Mortgage Note dated March 30, 2004 in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 (\$3,250,000.00) Dollars; and
- C. Mortgage Note dated May 8, 2003 in the principal amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars; and”

7. The Guaranty is hereby amended by deleting the first two “Whereas” paragraphs on page 1 and replacing them with the following:

“ **WHEREAS**, pursuant to the terms of that certain Construction Loan Agreement dated May 8, 2003 (as amended from time to time, the “Loan Agreement”) between EDGEWATER SQUARE LLC, an Illinois limited liability company (“Borrower”) and Lender, Lender has agreed to make a construction loan to Borrower in the maximum principal amount of \$9,290,000.00 (as amended from time to time, the “Loan”); and

WHEREAS, the Loan is evidenced by (i) that certain mortgage note dated May 8, 2003 in the maximum principal amount of \$5,540,000.00 (the “First Note”), (ii) that certain amended and restated mortgage dated March 30, 2004 in the maximum principal amount of \$3,250,000.00 (the “Second Note”), and (iii) that certain mortgage note dated May 8, 2003 in the maximum principal amount of \$500,000.00 (the “Third Note”) (the First Note, the Second Note, and the Third Note are hereinafter collectively referred to as the “Notes”); and”

8. The Loan Agreement is hereby amended as follows:

- a. Section 3.2 is hereby amended in its entirety to read as follows:

“3.2 The second facility is a revolving construction loan for the construction of the Units other than the Models (the “Facility B Loan”), in an amount not to exceed Three Million Two Hundred and Fifty Thousand and 00/100 Dollars (\$3,250,000.00) at any one time for the purposes and upon the terms and subject to the conditions contained in this Agreement. The proceeds of the Facility B Loan shall be disbursed to Borrower for the purpose of paying items of hard costs for the Units (other than the Models) in substantial accordance with the Project Budget attached hereto and made a part hereof as **Exhibit “C”**. The Facility B Loan shall be disbursed on a revolving loan basis and provided Borrower meets

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the conditions of each disbursement of proceeds therefrom, the proceeds of the Facility B Loan may be borrowed, repaid and borrowed again throughout the term hereof, provided that the maximum principal amount outstanding at any time under the Facility B Loan shall never exceed Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) and the total aggregate amount of all disbursements under the Facility B Loan shall not exceed Six Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$6,850,000.00). No more than \$251,200.00 per Unit shall be disbursed from the Facility B Loan toward the hard construction costs of any Unit. The Facility B Loan shall be evidenced, in part, by an amended and restated mortgage note in the principal amount of \$3,250,000.00 made by Borrower in favor of Lender (the "Facility B Note")."

b. Section 5.2 is hereby amended in its entirety to read as follows: "The Facility B Note executed by the Borrower, payable to the order of Lender, in the principal amount of \$3,250,000.00."

c. Section 6.1(c) is amended by deleting the number "\$8,540,000.00" as it appears in the fifth line thereof and replacing it with the number "\$9,290,000.00".

9. The Security Agreement is hereby amended by deleting the first "Whereas" paragraph on page 1 and replacing it with the following:

" Debtor is executing the following three mortgage notes (collectively, the "Notes"): (i) mortgage note dated May 8, 2003 in the principal amount of Five Million Five Hundred Forty Thousand and no/100 Dollars (\$5,540,000.00), (ii) amended and restated mortgage note dated March 30, 2004 in the principal amount of Three Million Two Hundred Fifty Thousand and no/100 Dollars (\$3,250,000.00), and (iii) mortgage note dated May 8, 2003 in the principal amount of Five Hundred Thousand and no/100 Dollars (\$500,000), delivered to Secured Party."

10. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Second Note, as hereby modified and amended. Each reference in the Loan Documents to the "Facility B Loan" shall hereafter mean that certain \$3,250,000.00 revolving line of credit loan made by Lender to Borrower and evidenced by the Amended Second Note (the "Amended Facility B Loan"). Each reference in the Loan Documents to the "Loan" shall hereafter mean the Facility A Loan, the Amended Facility B Loan and the Facility C Loan, collectively.

11. Except for the modifications stated herein, the Notes and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Notes and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Notes and other Loan Documents, to forgive or waive any violation, default or breach under the Notes or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

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12. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$3,750.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Second Note).

13. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Second Note and/or Mortgage, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

14. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

15. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Second Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Second Note and other Loan Documents, as so amended.

16. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

17. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

18. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

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19. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before April 30, 2004 (the "Modification Termination Date"):

(a) An endorsement to Chicago Title Insurance Company Loan Policy No. 1401 008065769 D1 (the "Title Policy") which (i) amends the description of the Senior Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Senior Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, and (vi) increases the amount of insurance under the Title Policy to \$9,250,000.00; and

(b) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

20. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF

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THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

EDGEWATER SQUARE, LLC, an Illinois limited liability company

By: C A Development, Inc., an Illinois corporation, its managing member

By: [Signature]
J Paul Bertsche, Vice-President

C A DEVELOPMENT, INC., an Illinois corporation

By: [Signature]
Its: VP

[Signature]
J. PAUL BERTSCHE, individually

[Signature]
WENDY G. ANDREWS, individually

OLD IRVING POINTE, LLC

By: C A Development, Inc., an Illinois corporation, its managing member

By: [Signature]
J. Paul Bertsche, Vice-President

OAK BROOK BANK

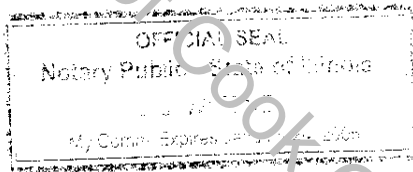
By: [Signature]
Its: AVP

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Paul Bertsche, personally known to me as the Vice President of C A DEVELOPMENT, INC., an Illinois corporation, the managing member of EDGEWATER SQUARE, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as the managing member of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of March, 2004.



J. Paul Bertsche

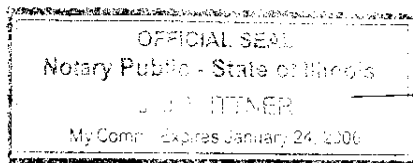
Notary Public

My Commission Expires: Jan 24, 2006

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Paul Bertsche, personally known to me as the Vice President of C A DEVELOPMENT, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 30th day of March, 2004.



J. Paul Bertsche

Notary Public

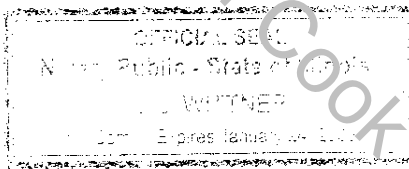
My Commission Expires: Jan 24, 2006

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Paul Bertsche, personally known to me as the Vice President of C A DEVELOPMENT, INC., an Illinois Corporation, the managing member of OLD IRVING POINTE, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as the managing member of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of March, 2004.



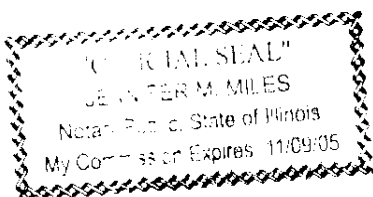
Jennifer M. Wither
Notary Public

My Commission Expires: Jan 24, 2006

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Christopher Huter, AVP of OAK BROOK BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of May, 2004.



Jennifer M. Miles
Notary Public

My Commission Expires: _____

UNOFFICIAL COPY**EXHIBIT "A"**

PIN NO. 14-06-406-011-0000
 14-06-406-029-0000
 14-06-406-043-0000
 14-06-408-011-0000
 14-06-408-033-0000
 14-06-408-034-0000

ADDRESS: Northwest and Northeast corners of Rosehill Drive and North Clark Street,
 Chicago, Illinois

PARCEL 1:

LOTS 8, 9, AND 10 (EXCEPT THAT PART CONVEYED TO THE CITY OF CHICAGO FOR WIDENING STREETS BY DEEDS RECORDED AS DOCUMENT NUMBERS 9225038 AND 9225039) AND LOTS 11, 12, 13, 14 AND 15 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING LOT 11 AND WEST OF AND ADJOINING LOTS 8 TO 10 IN THE RESUBDIVISION OF BLOCK 7 IN BARKETT AND GALLOWAY'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRYTOWN IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 2, 3, 6 AND 7, AND THE EAST 45 FEET LYING IMMEDIATELY EAST OF SAID LOTS 6 AND 7 IN THE TOWN OF CHITTENDEN IN SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SET FORTH IN PLAT OF SUBDIVISION RECORDED ON MAY 18, 1855 (ANTE FIRE)

FALLING WITHIN THE FOLLOWING DESCRIBED TRACT: THE SOUTH 100.00 FEET OF THE NORTH 278.52 FEET OF THE EAST 246.95 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT ALLEYS AND THAT PART TAKEN FOR WIDENING OF NORTH CLARK STREET), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1, 2, 3, 4 AND 5 (EXCEPT THAT PART TAKEN BY OR CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES) IN BLOCK 3 IN ASHLAND AVENUE AND CLARK STREET ADDITION TO EDGEWATER, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**EXHIBIT "B"**

PIN: 13-22-108-036

ADDRESS: 3860 North Milwaukee Avenue, Chicago, Illinois

PARCEL 1:

LOTS 4 TO 9 BOTH INCLUSIVE IN BLOCK 10 IN GROSS' MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-22-108-053

ADDRESS: 3850 North Milwaukee Avenue, Chicago, Illinois

PARCEL 2:

THAT PART OF LOTS 10 THROUGH 21, BOTH INCLUSIVE, IN BLOCK 10 IN GROSS MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 18, 23, 24, 25 AND THAT PART LYING SOUTH AND WEST TO CENTER LINE OF MILWAUKEE AVENUE OF BLOCKS 19 AND 22, ALL IN GRAYLAND, IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING ON NORTHEASTERLY LINE OF SAID TRACT BEING ALSO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH MILWAUKEE AVENUE, 206.13 FEET FROM THE NORTHEASTERLY CORNER OF SAID TRACT THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID TRACT, SAID EAST LINE ALSO BEING THE WEST RIGHT OF WAY OF NORTH KENTON AVENUE, 72.77 FEET; THENCE NORTHWESTERLY ALONG AN ARC CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, CHORD LENGTH 8.28 FEET, CHORD BEARING NORTH 53 DEGREES 10 MINUTES 34 SECONDS WEST, 8.29 FEET; THENCE NORTH 49 DEGREES 38 MINUTES 00 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID TRACT, 19.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES AND 00 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID TRACT, 73.44 FEET TO A POINT ON NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 49 DEGREES 38 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 28.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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13-22-108-003
13-22-108-004

ADDRESS: 3874 NORTH MILWAUKEE, CHICAGO

PARCEL 3:

LOTS 1, 2, 3 AND 51 IN BLOCK 10 IN GROSS MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT EXCEPT THAT PART LAYING NORTHWESTERLY FROM A LINE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEASTERLY LINE OF SAID LOTS, 193.84 FEET, NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9, THENCE SOUTH 40 DEGREES 22 MINUTES 00 SECONDS WEST, 76.83 FEET, THENCE NORTH 49 DEGREES 38 MINUTES 00 SECONDS WEST, 1.82 FEET; THENCE SOUTH 40 DEGREES 22 MINUTES 00 SECONDS WEST, 48.17 FEET; THENCE SOUTH 49 DEGREES 38 MINUTES 00 SECONDS EAST, ALONG LINE 125.00 FEET SOUTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 49.58 FEET, ALSO BOUNDED BY EAST AND WEST 16 FOOT PUBLIC ALLEY; EAST LINE OF N. KILPATRICK AVE., SOUTH LINE OF W. BYRON ST., SOUTHWESTERLY LINE OF N. MILWAUKEE AVE., IN COOK COUNTY, ILLINOIS.