

# UNOFFICIAL COPY



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

Gary K. Fordyce, Esq.  
LaSalle Bank Corporation  
135 South La Salle Street, Suite 925  
Chicago, Illinois 60603

Doc#: 0430235269  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 10/28/2004 12:49 PM Pg: 1 of 16

## PERMANENT TAX INDEX NUMBERS:

Parcel 1: 12-27-117-005-0000 12-27-117-013-0000  
12-27-117-006-0000 12-27-117-014-0000  
12-27-117-007-0000 12-27-117-020-0000  
12-27-117-008-0000 12-27-117-022-0000  
12-27-117-012-0000 12-27-117-024-0000  
Parcel 2: 12-19-100-025-0000  
Parcel 3: 12-19-400-157-0000 12-19-400-158-0000  
Parcel 4: 12-19-400-142-0000  
Parcel 5: 12-27-117-001-0000

## PROPERTY ADDRESSES:

Parcel 1: 2950 North Commerce Street  
Franklin Park, Illinois 60131  
Parcel 2: 480 Podlin Drive  
Bensenville, Illinois 60106  
Parcel 3: 11410 Melrose Street  
Franklin Park, Illinois 60131  
Parcel 4: 11235 Franklin Avenue  
Franklin Park, Illinois 60131  
Parcel 5: 9331 Park Avenue  
Franklin Park, Illinois 60131

## SECOND AMENDMENT TO LOAN DOCUMENTS

This SECOND AMENDMENT TO LOAN DOCUMENTS dated as of June 15, 2004 (the "Second Amendment"), is executed by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not personally, but solely as Successor Trustee (the "Borrower") under that certain Trust Agreement dated July 3, 1975 and known as Trust No. 5810 (the "Trust Agreement"), WAYNE PATRICK FILOSA ("Filosa") whose address is c/o Allrite Sheet Metal, Inc., 2950 North Commerce Street, Franklin Park, Illinois 60131, GUISEPPE

Box 400-CTCC

7802778DZMM

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MARCHESE ("Marchese"; Filosa and Marchese each being referred to herein as a "Guarantor" and collectively being referred to herein as the "Guarantors"), whose address is c/o Allrite Sheet Metal, Inc., 2950 North Commerce Street, Franklin Park, Illinois 60131, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Metropolitan Lending Elmhurst.

## R E C I T A L S:

A. The Lender made a mortgage loan (the "Loan") to the Borrower, as evidenced by that certain Promissory Note dated March 30, 1999 in the original principal amount of Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00), executed by the Borrower and made payable to the order of the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note").

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

- (i) Mortgage, Security Agreement and Financing Statement dated as of March 30, 1999, executed by the Borrower to and for the benefit of the Lender, and joined in by the Guarantors, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 7, 1999 as Document Number 99951293 (the "Mortgage"), which Mortgage encumbers the real property and improvements commonly legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) Assignment of Rents and Leases dated as of March 30, 1999, jointly and severally executed by Borrower and the Guarantors to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 7, 1999 as Document Number 99951294 (the "Assignment of Rents"), which Assignment of Rents also encumbers the Premises;
- (iii) Security Agreement and Collateral Assignment Interest in Land Trust dated April 26, 1995, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Collateral Assignment");
- (iv) Pledge Agreement dated as of March 30, 1999, executed by Filosa to and for the benefit of the Lender (the "Pledge Agreement");
- (v) Environmental Indemnity Agreement dated as of March 30, 1999, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity");

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- (vi) Continuing Unconditional Guaranty dated as of March 30, 1999, executed by Filosa to and for the benefit of the Lender (the "Filosa Guaranty"); and
- (vii) Continuing Unconditional Guaranty dated as of March 30, 1999, executed by Marchese to and for the benefit of the Lender (the "Marchese Guaranty"; the Filosa Guaranty and the Marchese Guaranty each being referred to herein as a "Guaranty", and collectively being referred to herein as the "Guaranties").

C. Under and pursuant to that certain First Amendment to Loan Documents dated as of April 15, 2003, executed by and among the Borrower, the Guarantors and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on September 10, 2003 as Document Number 0325335189 (the "First Amendment"; the Original Loan Documents, as modified and amended by the First Amendment being collectively referred to herein as the "Loan Documents"), the maturity date of the Note was extended from March 30, 2004 to April 15, 2008, the interest rate on the Note was converted from a fixed interest rate to a floating interest rate and the repayment provisions of the Note were modified.

D. The Borrower and the Guarantors have requested, to modify and amend the Loan Documents to provide for a modification of the repayment terms of the Loan, and the Lender has agreed to such a modification, provided the Borrower and the Guarantors comply with the terms and conditions of this Second Amendment.

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

### A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Second Amendment shall have the meanings assigned thereto in the Note.
3. Interest Rate. The principal balance of the Note outstanding from time to time shall bear interest at a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined) plus one-half of one percent (the "Interest Rate"). From and after the date hereof, after default or maturity, until paid, the outstanding principal amount of the Loan evidenced by the Note shall bear interest at a floating per annum rate of interest equal to the Prime Rate plus five percent (5.00%). As used herein, the term "Prime Rate" shall mean the "Prime Rate" which at any time, and from time to time, shall be the rate of interest then most recently announced by the Lender as its Prime Rate which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. Each change in the interest rate hereon shall take effect on the effective date of the change in the Prime Rate. The Lender shall not be obligated to give notice of any

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change in the Prime Rate. The Interest Rate and the Prime Rate shall both be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.

4. Principal and Interest Payments. The principal amount of the Loan evidenced by the Note, of which the principal amount of Three Million One Hundred Forty Seven Thousand Nine Hundred Eighty One and 96/100 Dollars (\$3,147,981.96) is outstanding as of the date hereof, and all accrued interest thereon, shall be paid to the Lender in (a) installments of interest only on the principal balance of the Loan outstanding from time to time, commencing on July 1, 2004 and continuing on the first day of each month thereafter through and including June 1, 2005, (b) a principal installment in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), on or before October 31, 2004, and (c) installments of principal each in the amount of Thirteen Thousand Three Hundred Twenty Two and 12/100 Dollars (\$13,322.12), plus all accrued and unpaid interest on the principal balance of the Loan outstanding from time to time, commencing on July 1, 2005 and continuing on the first day of each month thereafter through and including April 1, 2008. On April 15, 2008, the Borrower shall pay to the Lender a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon. The Borrower may voluntarily prepay the principal balance of the Loan, in whole or in part, without penalty or premium.

5. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this Second Amendment to such Note and place an endorsement on such Note making reference to the fact that such attachment has been made.

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

7. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Second Amendment, the Borrower hereby certifies and represents to the Lender, and each of the Guarantors hereby certifies, represents and warrants to the Lender as follows:

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(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Second Amendment;

(b) no default, or condition or event which with the giving of notice or passing of time, or both, would constitute a default under the Note, the Mortgage or any of the other Loan Documents has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Borrower, and/or the Guarantors as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity;

(d) there has been no material adverse change in the financial condition of the Premises, the Borrower, the Guarantors or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by the Lender;

(e) as of the date hereof, none of the Borrower or the Guarantors has any claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the Loan Documents, as modified and amended by this Second Amendment;

(f) the execution and delivery of this Second Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by or on behalf of the Borrower, and this Second Amendment has been duly executed and delivered on behalf of the parties hereto.

8. Reaffirmation of Guaranties. Each of the Guarantors hereby expressly (a) consents to the execution by the Borrower and the Lender of this Second Amendment; (b) acknowledges that each Guaranty is hereby modified and amended so that all references in any Guaranty to (i) the "Note" (as defined in each Guaranty) shall include the Note, as modified and amended hereby, and (ii) the "Guaranty" shall mean such Guaranty, as modified and amended by this Second Amendment, (c) reaffirms in all respects all of his obligations under his respective Guaranty, as modified and amended by this Second Amendment; (d) agrees that the execution and delivery of this Second Amendment to, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to the Lender under his respective Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against any Guarantor pursuant to his respective Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any Guarantor under his respective Guaranty, and (e) represents that each of the representations and warranties made by each of the Guarantors in his respective Guaranty and in the Environmental Indemnity remain true and correct as of the date hereof.



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9. Conditions Precedent. This Second Amendment shall become effective as of the first business day following receipt by the Lender of the following:

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

(b) Loan Fee. The payment by the Borrower to the Lender of a loan modification fee in the amount of Six Thousand and 00/100 Dollars (\$6,000.00), due on or before the execution of this Second Amendment by the Lender;

(c) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007802778 D2, dating down title to the Property to reflect the recordation of this Second Amendment; and

(d) Other Matters. Such other documents, certificates and opinions of counsel as the Lender may reasonably request.

In addition, the Borrower and/or the Guarantors shall deliver to the Lender not later than October 31, 2004, the following documents: (i) Mortgage, Security Agreement and Financing Statement dated as of June 15, 2004, executed by or for the benefit of the Borrower and/or the Guarantors to and for the benefit of the Lender, encumbering the real property and improvements thereon commonly known as 2949 North Commerce Street, Franklin Park, Illinois 60131, or such other property as may be acceptable to the Lender in its sole discretion; and (ii) Amended and Restated Environmental Indemnity Agreement dated as of June 15, 2004, executed by the Guarantors to and for the benefit of the Lender. The Borrower and the Guarantors hereby agree and acknowledge that the failure to deliver such documents to the Lender by such date shall be a default under the Note and the other Loan Documents.

10. References; Lender Notices. All references in the Loan Documents and/or in this Second Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this Second Amendment. All references to "Lender", "Mortgagee" or "Secured Party" as such terms are used in any of the Loan Documents shall be deemed to be references to LaSalle Bank National Association, and the notice provisions to the Lender in the Loan Documents are amended to refer to the address of the Lender set forth above.

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

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

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

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

15. Construction. This Second Amendment shall not be construed more strictly against the Lender than against the Borrower or the Guarantors merely by virtue of the fact that this Second Amendment has been prepared by counsel for the Lender, it being recognized that the Borrower, the Guarantors and the Lender have contributed substantially and materially to the preparation of this Second Amendment, and the Borrower, the Guarantors and the 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 Amendment. Each of the parties to this Second Amendment represents that it or he has been advised by its or his respective counsel of the legal and practical effect of this Second Amendment, and recognizes that it or he is executing and delivering this Second Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its or his 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 Amendment, 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.

16. Sections; References.

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

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

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

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

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

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

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



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

TRUSTEE:

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Successor Trustee  
under a Trust Agreement dated July 3, 1975  
and known as Trust No. 5810

By: Margaret O'Donnell  
Name: **Margaret O'Donnell**  
Title: **ASST. VICE PRESIDENT**

GUARANTORS:

Wayne Patrick Filosa  
WAYNE PATRICK FILOSA  
Giuseppe Marchese  
GIUSEPPE MARCHESE

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: Patrick J. Stoltz  
Name: **Patrick J. Stoltz**  
Title: **SVP**

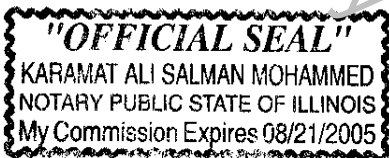
GKF:me  
September 27, 2004  
(129722469)

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of September, 2004.



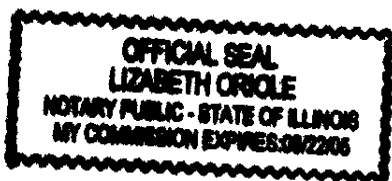
[Signature]  
Notary Public  
My Commission Expires:

08/21/2005

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

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

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of September, 2004.



[Signature]  
Notary Public  
My Commission Expires:

8.22.05

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WAYNE PATRICK FILOSA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 28<sup>th</sup> day of September, 2004.

Lizbeth Oriole  
Notary Public



My Commission Expires:

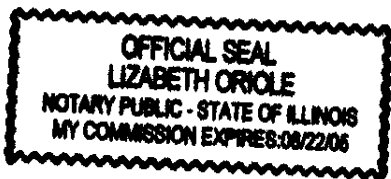
8-22-05

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GUISEPPE MARCHESE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 28<sup>th</sup> day of September, 2004.

Lizbeth Oriole  
Notary Public



My Commission Expires:

8-22-05

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1

##### PARCEL 1A:

LOTS 15, 16, 17, 18 AND LOTS 22, 23, 24 AND 25 ALL IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCKS 1, 2 AND 3 (EXCEPT THE SOUTH 66 FEET OF SAID BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF WISCONSIN CENTRAL RAILROAD THE SOUTH 476.1 FEET MORE OR LESS OF BLOCK 4 AND THAT PART OF THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10 LYING WEST OF SAID RAILROAD IN RIVER PARK, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 45 ALL IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 AND LOTS 1 TO 11 INCLUSIVE AND LOTS 30 TO 42 INCLUSIVE IN BLOCK 12 IN WEEK'S SUBDIVISION OF RIVER PARK AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

##### PARCEL 1B:

THE SOUTH 25 FEET OF LOT 10 AND THE SOUTH 75 FEET OF LOT 9 ALL IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCK 11 WEST OF RAILROAD IN RIVER PARK IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST 1/4 IN THE NORTHWEST 1/4 OF SECTION 27, WEST OF RAILROAD, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 46, 47, 48, 49 AND 50 ALL IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PARTS OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11, WEST OF RAILROAD IN WEEK'S SUBDIVISION OF BLOCK 11 IN RIVER PARK IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST 1/4 IN THE NORTHWEST 1/4 OF SECTION 27, WEST OF RAILROAD, IN COOK COUNTY, ILLINOIS.

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## PARCEL 1C:

THAT PART OF THE ALLEY, BOUNDED ON THE NORTH BY PARK LANE AVENUE, ON THE SOUTH BY CHESTNUT AVENUE, ON THE EAST BY COMMERCE AVENUE, AND ON THE WEST BY LOMBARD STREET IN BLOCK 11, IN WEEK'S SUBDIVISION OF BLOCKS 1, 2, 3 (EXCEPT THE SOUTH 66 FEET OF BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13, LYING WEST OF THE WISCONSIN CENTRAL R.R., THE SOUTH 476.10 FEET OF BLOCK 4 AND THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10, LYING WEST OF THE R.R. IN RIVER PARK A SUBDIVISION OF PART OF LAFRAMBOIS RESERVATION AND PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

ALL OF THE ALLEY LYING NORTH OF LOT 15 AND EAST OF THE EAST LINE OF LOT 11; ALL OF THE ALLEY LYING EAST OF LOTS 15, 16, 17 AND 18; AND ALL OF THE ALLEY LYING SOUTH OF LOT 18 AND EAST OF EAST LINE OF LOT 21.

## PROPERTY ADDRESS OF PARCEL 1:

2950 North Commerce Street  
Franklin Park, Illinois 60131

## PERMANENT TAX IDENTIFICATION NUMBERS OF PARCEL 1:

12-27-117-005-0000	12-27-117-013-0000
12-27-117-006-0000	12-27-117-014-0000
12-27-117-007-0000	12-27-117-020-0000
12-27-117-008-0000	12-27-117-022-0000
12-27-117-012-0000	12-27-117-024-0000



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## PARCEL 2

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER LINE OF FRANKLIN AVENUE AND A POINT 500.0 FEET (MEASURED AT RIGHT ANGLES) EAST OF WEST LINE OF SAID SECTION; THENCE SOUTH ON A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 984.53 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH OF SAID PARALLEL LINE 202.40 FEET; THENCE EAST PERPENDICULAR TO LAST DESCRIBED LINE 231.46 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION 202.40 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS OF PARCEL 2:

480 Podlin Drive  
Bensenville, Illinois 60106

### PERMANENT TAX IDENTIFICATION NUMBER OF PARCEL 2:

12-19-100-025-0000

## PARCEL 3

THE FOLLOWING DESCRIBED TRACT OF LAND (EXCEPTING THEREFROM THE EAST 133.50 FEET AS MEASURED ON THE SOUTH LINE THEREOF):

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF MELROSE STREET, BEING A LINE 290 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, 1,254.15 FEET (MEASURED ALONG SAID PARALLEL LINE) WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE 252.50 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 277.02 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE

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257.01 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF MELROSE STREET A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE LAND THE FOLLOWING DESCRIBED PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF MELROSE STREET, BEING A LINE 290 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 1,387.65 FEET (AS MEASURED ALONG SAID PARALLEL LINE) WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 274.22 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 15.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID LINE 9.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 7.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 9.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 65.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 25.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 65.00 FEET TO THE POINT OF BEGINNING, ALL THAT PART WHICH LIES ABOVE A PLANE 25.00 FEET ABOVE THE FLOOR PLANE OF A BRICK BUILDING (AS MEASURED AT THE NORTHWEST CORNER OF SAID BUILDING, BEING 16.5 FEET EAST AND 18.2 FEET SOUTH OF THE NORTHEAST CORNER OF LAND HEREIN DESCRIBED) SAID FLOOR HAVING AN ELEVATION OF 653.64 FEET WITH RESPECT TO THE VILLAGE OF FRANKLIN PARK DATUM, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PARCEL 3:

11410 Melrose Street  
Franklin Park, Illinois 60131

PERMANENT TAX IDENTIFICATION NUMBERS OF PARCEL 3:

12-19-400-157-0000  
12-19-400-158-0000

# UNOFFICIAL COPY

## PARCEL 4

LOT 2 IN LATORIA BROTHERS CONSTRUCTION COMPANY SUBDIVISION UNIT #3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS OF PARCEL 4:

11235 Franklin Avenue  
Franklin Park, Illinois 60131

### PERMANENT TAX IDENTIFICATION NUMBER OF PARCEL 4:

12-19-400-142-0000

## PARCEL 5

LOTS 12, 13 AND 14 AND THE EASTERLY HALF OF VACATED LOMBARD AVENUE WEST AND ADJOINING LOT 14, LYING NORTH OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY IN BLOCK 11 IN WEEK'S SUBDIVISION OF PART OF RIVER PARK, A SUBDIVISION OF PART OF LA FRAMBOIS RESERVATION AND A PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS OF PARCEL 5:

9331 Park Avenue  
Franklin Park, Illinois 60131

### PERMANENT TAX IDENTIFICATION NUMBER OF PARCEL 5:

12-27-117-001-0000

GKF:me/September 27, 2004/(129722469)