

# UNOFFICIAL COPY

PREPARED BY AND  
WHEN RECORDED RETURN  
TO:

Stephen H. Malato, Esq.  
Hinshaw & Culbertson  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601



Doc#: 0531427023 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2005 10:37 AM Pg: 1 of 15

GEAM Loan No.: 006180

Above Space for Recorder's Use Only

## LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Modification Agreement") is dated this 13<sup>th</sup> day of November, 2005, and is made by First Colony Life Insurance Company, a Virginia corporation ("Lender"), MJH Northbrook LLC, a Delaware limited liability company, ("Borrower").

### RECITALS

A. Loan Documents. On or about June 12, 2003, Lender made a loan ("Loan") to Borrower in the principal sum of Twenty-Three Million Five Hundred Thousand Dollars and No Cents (\$23,500,000.00). The Loan is evidenced by the following documents (together with this Modification Agreement the "Loan Documents"):

1. Promissory Note dated June 12, 2003 (the "Original Note") in the Loan amount.
2. Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Mortgage") dated June 12, 2003, recorded on June 17, 2003, in Cook County, Illinois, as Instrument No. 0317041201, Official Records, and encumbering the property ("Property") legally described on the attached Exhibit A.
3. The other documents identified on Exhibit "B" attached hereto and made a part hereof ("Other Loan Documents").

B. Request for Modification. Borrower has asked Lender to lend Borrower additional money and to amend certain terms of the Loan. Lender is willing to do so on the terms and conditions in that certain Loan Application dated July 21, 2005, submitted by Borrower to Lender, c/o Genworth Financial, as amended from time to time (the "Loan Application"), and on the terms and conditions in this Modification Agreement.

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## A G R E E M E N T

THEREFORE, the parties agree as follows:

A. Regarding the Modification:

1. Loan Number. The Loan Number is changed to 006180.
2. Loan Amount. The principal balance of the Loan after application of the November, 2005, payment of principal and interest, is Twenty-Two Million Five Hundred Thirty-Four Thousand Two Hundred Seven and 48/100 Dollars (\$22,534,207.48). The new principal balance shall be Twenty-Six Million Seven Hundred Thousand Dollars and No Cents (\$26,700,000.00) and Lender shall disburse to Borrower the difference between the existing and new principal balances, which amount is Four Million One Hundred Sixty-Five Thousand Seven Hundred Ninety-Two and 52/100 Dollars (\$4,165,792.52) (the "Additional Advance"), on the "Modification Date" (as such term is hereafter defined).
3. Interest Rate and Evidence of Indebtedness. Concurrently with the closing of this transaction, the interest rate on the Original Note is changed from the rate specified in the Original Note to a new rate and monthly payment amount. The Original Note shall be amended and restated in its entirety by replacing it with the Amended and Restated Promissory Note (the "New Note") of even date herewith executed and delivered by Borrower and made payable to Lender with a maturity date of June 30, 2005 ("Maturity Date"). From and after the Modification Date, Borrower shall make the payments of principal and interest specified in the New Note.
4. Modifications to the Mortgage and the Other Loan Documents. The Mortgage and the other Loan Documents are hereby modified to reflect the terms of the New Note and any reference to the term "Note" in any of the Loan Documents shall be deemed to refer to the "New Note". In addition the following sections of the Mortgage shall be amended as follows:
  - (a) A new paragraph shall be added after the first paragraph of the Mortgage which shall read as follows:
 

For purposes of Article 9 of the Uniform Commercial Code, this Mortgage constitutes a security Agreement and financing statement with Borrower being the Debtor and Lender being the Secured Party. This Mortgage also constitutes a financing statement filed as a fixture filing pursuant to Article 9 of the Uniform Commercial Code.
  - (b) A new paragraph 1.3 shall be added to the Mortgage which shall read as follows:
 

1.3 Location of Borrower. Borrower represents and warrants to Lender that Borrower is a limited liability company organized under the laws of the State of Delaware, whose place of business or its chief executive office (if it has more than one place of business) is located in the State of Illinois, and the Borrower's exact legal name is as set forth in the first paragraph on page 1 of this Loan

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Modification. Borrower covenants that it will give Lender thirty (30) days' prior written notice of any act, event or occurrence which will cause the representations and/or warranties in this paragraph to become untrue in any material respect.

(c) Paragraph 2.7 of the Mortgage shall be amended in its entirety by replacing it with the following:

2.7 Use of Property. Borrower will comply with all laws, ordinances, regulations and requirements of any governmental body, and all other covenants, conditions and restrictions, applicable to the Property, and pay all fees and charges in connection therewith. Borrower shall not cause or permit the installation, operation or presence on the Property of any underground storage tank or system used or to be used for the storage, handling or dispensing of petroleum or any other substance regulated under the Resource Conservation and Recovery Act (42 USC § 6901 et seq.) ("RCRA"), as now or hereafter amended, or any state or local statute, ordinance, rule, regulation or other law now or hereafter in effect regulating underground storage tanks. Borrower shall not cause or permit all or any of the Property to be used for a gasoline station, service station or other fueling facility which in whole or in part handles, sells or distributes gasoline, diesel fuel, gasohol or any other substance used in self-propelled motor vehicles. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower will not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower will not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

(d) Section 5 of the Mortgage shall be amended by adding the following paragraph:

5.3 Lender Authorization to File Financing Statement; Borrower Cooperation. Borrower hereby authorizes Lender to file one or more Uniform Commercial Code Financing Statements with respect to the Property (as that term is defined herein and including any other assets or interests assigned to Lender hereunder). Borrower covenants and agrees that it will promptly furnish to Lender, upon Lender's request, such information as may be required in order for Lender to do so.

B. Regarding General Matters:

1. Loan Fee, Lender's Expenses. Borrower agrees to pay all of Lender's reasonable legal and administrative expenses in connection with this Modification Agreement, all as more particularly specified in the Loan Application.

2. Conditions. This Modification Agreement is effective only when all of the following conditions are satisfied on or before the Commitment Expiration Date under the Loan Application, or as such may be duly extended in writing by Lender, time being of the essence

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and the date of the satisfaction of the following conditions shall be referred to as the "Modification Date":

(a) This Modification Agreement has been duly executed and recorded in the land records of Cook County, Illinois.

(b) A date down endorsement to the Title Insurance Policy No. NCS-25848-CH1 issued by First America Title Insurance Company dated June 19, 2003 has been issued insuring that the modifications in this Modification Agreement do not affect the validity or priority of the lien of the Mortgage. There shall be no exceptions to title other than those approved when the Loan closed other than leases and other matters permitted by the Mortgage.

(c) Borrower has paid all of Lender's expenses and fees arising out of this Modification Agreement, including title endorsement, recording, attorney's fees, and other out-of-pocket costs.

(d) There is then no default or event of default under the Loan Documents, nor any event or condition which would be a default or event of default if not cured within the time allowed.

(e) Borrower has paid to Lender the amounts specified in B.1. above.

(f) The Loan Amount, including the Additional Advance, does not exceed Seventy-Five Percent (75%) of the value of the Property (excluding any value of the "Morton's Lease", as such term is hereafter defined).

(g) Not less than Eighty-Six Percent (86%) of the net rentable area of the improvements located on the Property are occupied and producing base rental income (on the same expense bases) no less than that detailed on the "Evidence of Occupancy" (as such term is defined in the Loan Application).

3. Attorneys' Fees. If Lender seeks the advice of counsel or any suit or action is brought to enforce or interpret the terms of this Modification Agreement or the Loan Documents, Borrower shall pay all of Lender's resulting costs and expenses, including reasonable attorneys' fees. Such fees shall include, without limitation, reasonable attorneys' fees incurred at or in preparation for any trial, appeal or review or incurred to assert any defenses, rights or remedies available under federal bankruptcy law.

4. Morton's Transaction. Borrower has entered into a Lease Agreement ("Morton's Lease") with Morton's of Chicago/Northbrook, LLC, a Delaware Limited Liability Company ("Morton's"), which requires that Borrower and Morton's construct a freestanding restaurant building on the Property which, upon completion, will be occupied by Morton's pursuant to the Morton's Lease (the building and all associated improvements to be constructed and leased pursuant to the Morton's Lease shall herein be referred to as the "Morton's Improvements" and the execution of the Morton's Lease and the construction of the Morton's Improvements shall herein be referred to as the "Morton's Project"). In addition to the requirements of the Mortgage

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and the other Loan Documents, Borrower shall comply with the following provisions in completing the Morton's Project:

(a) Construction Requisites. Borrower shall provide Lender with: (i) detailed plans for the Morton's Improvements, the quality of such construction to be, at a minimum, consistent with that of the existing improvements located on the Property, (ii) copies of all construction contract(s) applicable to such development and construction, (iii) detailed completion schedules and a budget covering, all phases of construction and development, (iv) payment and performance bonds guarantying completion of and payment for the construction from such party or parties as deemed sufficient by Lender, (v) a copy of the fully executed and delivered Morton's Lease and a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") from Morton's, (vi) copies of all required building permit(s) for the construction of the Morton's Project, (vii) a current plat of survey of that part of the Property directly associated with the Morton's Project (the "Morton's Parcel"), which plat shall be sufficient to satisfy all zoning requirements for the Morton's Project but which shall not cause the Property to become a non-conformity with respect to the Village of Northbrook's zoning and other ordinances; and (viii) an Estoppel Certificate executed by the general contractor(s) engaged directly by either the Borrower or by Morton's in which Certificate the Contractor(s) shall confirm the terms of the agreements by which it or they have been engaged, that the agreement or agreements will not be modified or amended without the express written consent of the Lender and that it or their lien rights will be asserted, if at all, only against the Morton's Parcel. The Borrower shall have a separate legal description for the Morton's Parcel prepared by a licensed surveyor, which legal description shall be identified in all construction contracts. Borrower shall submit to Lender for its approval all elements relating to such plans, construction contract(s), construction schedules and budgets, bonds, Morton's lease, Morton's SNDA, plat of survey, Estoppel Certificate and subdivision, if applicable.

(b) Letter of Credit. Borrower shall deliver to Lender an irrevocable letter of credit in the amount of One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00) in a form, with content and issued by a bank which are acceptable to Lender (the "Letter of Credit"). Upon an event of default under the Loan Documents, or if the conditions to release of the Letter of Credit have not been met by December 31, 2006, Lender may immediately draw upon the Letter of Credit and apply its proceeds (in proportions determined by Lender) toward amounts owing under the Loan Documents (such application to be subject to provisions requiring a prepayment fee to be paid) and/or amounts owing with respect to the construction and development of the Morton's Project and/or amounts owing toward the allowance made available to Morton's pursuant to the Morton's Lease (the "Morton's TI Allowance"). Lender shall release the Letter of Credit when Borrower provides evidence sufficient for Lender to determine that each of the following conditions have been met: (i) the Morton's Project has been completed, and Lender's title insurance policy has been updated to a date following completion without exception for mechanics' or other liens, (ii) Morton's is in occupancy and open for business, (iii) Borrower has paid all of Morton's TI Allowance proceeds, (iv) no uncured default under the Loan Documents, and (v) Lender receives an estoppel from Morton's in

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customary form showing, among other things, that there are no defaults under the Morton's lease.

The Letter of Credit shall be replaced by Borrower, from time to time, by replacement letters of credit, in favor of and in all respects acceptable to Lender, in the same amount, issued, from time to time, by a bank acceptable to Lender, which shall be delivered to Lender not less than thirty (30) days prior to the expiration date of the then outstanding Letter of Credit. As used herein, the term "Letter of Credit" shall include all replacements thereof. In the event the Letter of Credit is not replaced within the time required, Lender may present the existing Letter of Credit for collection and shall hold the proceeds thereof, in lieu of the Letter of Credit, to be retained, disbursed or refunded in accordance with this Modification Agreement.

(c) Use of Additional Advance. Except as Lender otherwise agrees in writing, at least Two Million Three Hundred Thousand Dollars and No Cents (\$2,300,000.00) of the Additional Advance shall, in the aggregate, be used solely for the construction and development of the Morton's Project in accordance with the construction and development budget approved by Lender, for the Morton's TI Allowance in an amount not to exceed One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00), and for other related expenses and costs as shall be approved in writing by Lender.

(d) Payments for Construction. Borrower shall process all labor and materials costs related to construction and development of the Morton's Project through First American Title Insurance Company, who shall, as a condition to making each payment, provide Lender with an endorsement to Lender's policy of title insurance, as of the date of the payment, showing no additional liens or encumbrances upon the Property, including identification of delinquent taxes. Borrower shall be responsible for providing First American Title Insurance Company with all invoices, lien waivers and other items as are required, and shall bear all expenses related to administering and making such payments and issuing said endorsements. Lender shall not be obligated in any way for costs, fees, or liabilities associated with the construction and development of the Morton's Project. Lender shall not be required to approve any increase in the amount of the Loan nor to permit any secondary financing or any encumbrances of the Property related to the construction and development of the Morton's Project.

(e) All-Risk Insurance During Construction. Borrower shall provide Lender satisfactory evidence of insurance coverage on the Property and the Morton's Project during and after completion of construction that is satisfactory to the Lender. Lender reserves the right to require a cost approach valuation or an insurable value estimate from an acceptable appraiser in its review of insurance coverage.

(f) Survey Requirement. Within thirty (30) days after completion of the Morton's Project, Borrower shall provide Lender with an update to the survey required by paragraph B.4.(a) above, complying with the terms and conditions of such Section and showing the Morton's Parcel and Morton's Project, as-built.

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5. Satisfaction of Certain Conditions Following the Modification Date. Borrower shall, on or before December 31, 2006:

- (a) satisfy the Construction Requisites;
- (b) deliver to Lender the Letter of Credit;
- (c) satisfy all other conditions, if any, specified in the Loan Application, as amended, not previously satisfied;

(collectively, "Post-Modification Conditions"). To secure the timely and complete satisfaction of the Post-Modification Conditions, Borrower shall deposit, from its funds, the amount of \$2,400,000.00 (the "Escrowed Disbursement") with First American Title Insurance Company ("Escrowee") pursuant to instructions satisfactory to Lender. The Escrowed Disbursement shall be deemed to be disbursed to Borrower and Borrower shall pay interest on such funds pursuant to the New Note. Borrower hereby grants to Lender a security interest in the Escrowed Disbursement and the same shall be additional collateral securing the repayment of the Loan. So long as there are no uncured defaults under the Loan Documents, the Lender shall direct Escrowee to release the Escrowed Disbursement to Borrower upon the timely satisfaction of the Post-Modification Conditions. In the event the Post-Modification Conditions are not satisfied by December 31, 2006, Lender, at its option, may direct the Escrowee to pay the Escrowed Disbursement to Lender and Lender shall apply the proceeds thereof toward the amounts owed Lender under the Loan, including the applicable prepayment fees specified in the New Note. The failure of the Escrowee to pay to Lender the Escrowed Disbursement when demanded by Lender shall be a default under the Loan Documents.

6. Miscellaneous.

(a) Borrower represents and warrants to Lender that it has no defenses or claims of offset to payment of the Loan or enforcement of the Loan Documents or any other defenses or offsets with respect to Lender's lending of funds to Borrower. As further consideration for this Modification Agreement, Borrower releases Lender from any and all liability, known or unknown, arising out of any act or circumstance to date with respect to the Loan or any collateral for repayment of the Loan.

(b) Each person included within Borrower warrants to Lender that it has full right, power and authority to enter into this Modification Agreement and to perform all its obligations, and that all information and materials submitted to Lender in connection with the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

(c) This document constitutes the entire Modification Agreement with respect to the modification of the Loan and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.

(d) This Modification Agreement shall universally modify the Mortgage and the other Loan Documents. Except as provided in this Modification Agreement and the

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New Note, the terms of the Loan Documents remain in full effect and are ratified. This Modification Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Mortgage or the other Loan Documents.

(e) This Modification Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

(f) This Modification Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument.

(g) Lender's address is changed to 707 East Main Street, Suite 1300-A, Richmond, VA 23219-3110. Borrower's address is changed to c/o Herbco LLC, 6000 Garlands Lane, Suite 120, Barrington, IL 60010.

DATED the day and year first above written.

LENDER:

FIRST COLONY LIFE INSURANCE COMPANY,  
a Virginia corporation

By: *Linda J. Head*

Title: *Investment Officer*

BORROWER:

MJH NORTHBROOK LLC  
a Delaware limited liability company

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

Marvin J. Herb, Manager



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New Note, the terms of the Loan Documents remain in full effect and are ratified. This Modification Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Mortgage or the other Loan Documents.

(e) This Modification Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

(f) This Modification Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument.

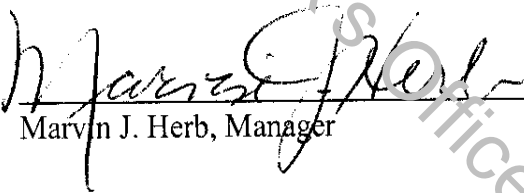
(g) Lender's address is changed to 707 East Main Street, Suite 1300-A, Richmond, VA 23219-3110. Borrower's address is changed to c/o Herbco LLC, 6000 Garlands Lane, Suite 120, Barrington, IL 60010.

DATED the day and year first above written.

LENDER: FIRST COLONY LIFE INSURANCE COMPANY,  
a Virginia corporation

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

BORROWER: MJH NORTHBROCK LLC  
a Delaware limited liability company

By:   
Marvin J. Herb, Manager

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STATE OF VIRGINIA )  
 ) SS.  
COUNTY OF Henrico )

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Cindy J. Heidel, Investment Officer of First Colony Life Insurance Company, a Virginia corporation ("Lender"), 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/she signed and delivered the said instrument as his/her own free and voluntary acts and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1<sup>st</sup> day of November, 2005.

Shanda S. Miles-Cump  
Notary Public

My commission expires: 8/31/06

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

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Marvin J. Herb is the Manager of MJH Northbrook LLC, a Delaware limited company ("Borrower"), 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 and as the free and voluntary act of Borrower, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

My commission expires:

First American Title  
Order # \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of First Colony Life Insurance Company, a Virginia corporation ("Lender"), 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/she signed and delivered the said instrument as his/her own free and voluntary acts and as the free and voluntary act of Lender, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

My commission expires:

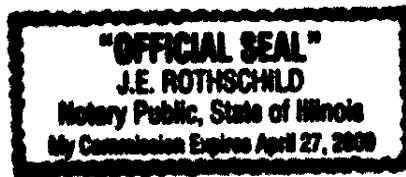
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY that Marvin J. Herb is the Manager of MJH Northbrook LLC, a Delaware limited company ("Borrower"), 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 and as the free and voluntary act of Borrower, for the uses and purposes therein set forth for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1<sup>st</sup> day of November, 2005.

J. E. Rothchild  
\_\_\_\_\_  
Notary Public

My commission expires:



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## EXHIBIT A

### Legal Description

PREPARED BY AND WHEN RECORDED RETURN TO:

Stephen H. Malato, Esq.  
Hinshaw & Culbertson  
222 North LaSalle Street, Suite 300  
Chicago, Illinois 60601

Common Address: 500, 555 and 707 Skokie Boulevard, Northbrook, Illinois, 60010  
GEAM Loan No.: 6180

The property which is the subject of this Modification Agreement is situated in the County of Cook, State of Illinois, and is legally described as follows:

PARCEL 1:

(500 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1976 AS DOCUMENT NO. 23560771, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES CREATED BY EASEMENT DATED APRIL 19, 1985 AND RECORDED MAY 17, 1985 AS DOCUMENT 85025180, ON, OVER AND ACROSS THAT PART OF LOT 3 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 152.04 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 136.06 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 67.85 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (555 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION OF PART OF HUGHES, BROWN, MOORE CORPORATION RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823 (EXCEPT THAT

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PART OF SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE CENTERLINE OF VACATED MAPLE HILL DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 524.13 FEET, A DISTANCE OF 410.77 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, TANGENT TO THE LAST DESCRIBED CURVE, TAKEN AS BEING SOUTH 66 DEGREES 15 MINUTES 30 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 22.22 FEET TO THE NORTHEASTERLY LINE OF SKOKIE BOULEVARD, BEING THE SOUTHWESTERLY LINE OF SAID LOT 3, OR THE SOUTHEASTERLY EXTENSION OF SAID SOUTHWESTERLY LINE; THENCE ALONG SAID NORTHEASTERLY LINE OF SKOKIE BOULEVARD, TAKEN AS BEING NORTH 26 DEGREES 07 MINUTES 00 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 65 FEET; THENCE PARALLEL TO AND 65 FEET NORTHWESTERLY OF THE AFORESAID CENTERLINE OF VACATED MAPLE HILL DRIVE, NORTH 66 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 29.28 FEET TO A POINT OF CURVE; THENCE CONCENTRIC WITH AND 65 FEET NORTHERLY OF SAID CENTERLINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 589.13 FEET, A DISTANCE OF 231.87 FEET TO A POINT, SAID POINT BEING 128 FEET SOUTHWESTERLY FROM MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE PARALLEL TO AND 128 FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF LOT 3, NORTH 26 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 49.84 FEET; THENCE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, NORTH 63 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 128 FEET TO A POINT IN THE AFORESAID NORTHEASTERLY LINE OF LOT 3; THENCE ALONG SAID NORTHEASTERLY LINE OF LOT 3, SOUTH 26 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 95.40 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 26 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING); IN COOK COUNTY, ILLINOIS.

PARCEL 4 (555 SKOKIE BOULEVARD FRONTAGE ROAD PORTION, NORTHBROOK, IL):

THAT PART OF VACATED HENRICI DRIVE (ALSO KNOWN AS FRONTAGE ROAD) BEING THAT PART OF BLOCK 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT NO. 9692524, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT NO. 20377823; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET TO AN INTERSECTION WITH THE

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NORTHEASTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (707 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1979 AS DOCUMENT NUMBER 25034175 IN COOK COUNTY, ILLINOIS.

PARCEL 6 (707 SKOKIE BOULEVARD FRONTAGE ROAD PORTION):

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, AFORESAID; THENCE NORTH 63 DEGREES 27 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 1, 69.55 FEET; THENCE SOUTH 26 DEGREES 29 MINUTES 35 SECONDS EAST 292.80 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 13 SECONDS EAST, 94.41 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES 33 SECONDS EAST, 100.37 FEET; THENCE SOUTH 05 DEGREES 16 MINUTES 30 SECONDS EAST, 100.15 FEET; THENCE SOUTH 02 DEGREES 12 MINUTES 33 SECONDS EAST, 82.27 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 19 MINUTES 56 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 63.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 49 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, 195.60 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 44 MINUTES 37 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 447.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

- TAX NOS.: 04-02-402-030 (AFFECTS PARCEL 1)
- 04-02-412-023 (AFFECTS PARCELS 3 AND 4)
- 04-02-424-034 (AFFECTS PARCELS 5 AND 6)

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## EXHIBIT B

### Other Loan Documents

1. Assignment of Leases and Rents.
2. Uniform Commercial Code Financing Statements (the "Financing Statement").
3. An Environmental Indemnity (the "Environmental Indemnity").
4. A letter from Borrower to Lender relating to the payment of interest (the "Interest Accrual Letter").
5. A Certificate Regarding Limited Liability Company Documents
6. An executed Waiver of Reserves Letter from Lender to Borrower (the "Waiver of Reserves Letter").
7. Certificate Regarding Leases and Tenancies.
8. Waiver of Reserves.
9. Amendment to Management Agreement.
10. Subordination Agreement with LaSalle Bank National Association.

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