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Cak 15 all

AW195367 0311CR CO

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO-

Cohen, Salk & Huvard, P.C. 630 Dundee Road, Suite 120 Northbrook, Illinois 60062 Attn: Cinistyl Marsh, Esq.



Doc#: 0700433137 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/04/2007 01:42 PM Pg: 1 of 17

This spa

THIPD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFI CATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 1st day of November, 200° o, by and among 805 MCHENRY, LLC, an Illinois limited liability company ("Borrower"), AMELICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company ("Americorp"), 434 W. ONTARIO, LLC, an Illinois limited liability company ("Ontario"), ROBERT G. BRUNLTTI ("Guarantor") and LASALLE BANK NATIONAL ASSOCIATION, national banking association, its successors and assigns ("Lender").

RECITALS:

- A. Lender has heretofore made a loan ("Loan") to 'maricorp in the principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), as evidenced by a Promissory Note dated October 31, 2003, in the principal amount of the Loan made payable by Americorp to the order of Lender (as modified, restated or replaced from time to time, the "Note").
- B. The Note is secured by, among other things, (i) that certain Junior Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 31, 2003 from Americarp to Lender recorded with the Recorder of Deeds in McHarry County, Illinois on December 8, 2003, as Document No. 2003R0162618 (as assumed and modified from time to time, the "McHenry Mortgage"), which McHenry Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("McHenry Property"), (ii) that certain Junior Assignment of Rents and Leases dated October 31, 2003, from Americorp to Lender and recorded with the Recorder of Deeds in McHenry County, Illinois on December 8, 2003 as Document No. 2003R0162619 (as assume and modified from time to time, the "McHenry Assignment of Leases"), which McHenry Assignment of Leases encumbers the McHenry Property; (iii) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Americorp to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 19, 2003 as Document No. 0335342120 (the "Cook Mortgage"), which Cook Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("Cook Property"), (iv) that certain Junior Assignment of Rents and Leases



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dated October 31, 2003 from Americorp to Lender recorded with the Recorder's Office on December 19, 2003, as Document No. 0335342121 (as modified from time to time, the "Cook Assignment of Leases"), which Cook Assignment of Leases encumbers the Cook Property, (v) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Americorp to Lender dated October 31, 2003 recorded with the Recorder of Deeds in DuPage County, Illinois on December 30, 2003 as Document No. R2003-484278 (as modified from time to time, the "DuPage Mortgage"), which DuPage Mortgage encumbers the real property and all improvements thereon legally described on Exhibit C hereto ("DuPage Property"), (vi) that certain Junior Assignment of Rents and Leases dated October 31, 2003, from Americorp to Lender and recorded with the Recorder of Deeds in DuPage County, Illinois on December 30, 2003 as Document No. R2003-484279 (as modified from time to time, the "DuPage Assignment of Leases"), which DuPage Assignment of Leases encumbers the DuPage Property, (vii) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 31, 2003 from Americar, to Lender recorded with the Recorder of Deeds in Lake County, Illinois on December 9, 2003 as Document No. 5450074 (as modified from time to time, the "Lake Mortgage"), which Lake Mortgage encur the real property and all improvements thereon legally described on Exhibit D hereto ("Lake Property"), (viii) that certain Junior Assignment of Rents and Leases dated October 31, 2003 from Americarp to Lender recorded with the Recorder of Deeds in Lake County, Illinois on December 9, 2003, is Document No. 5450075 (as modified from time to time, the "Lake Assignment of Leases"), which Lake Property, (ix) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 15, 2004 from Ontario to Lender recorded with the Recorder's Office on January 18, 2005 as Document No. 0501850005 (as modified from time to time, the "Ontario Mortgage") (the McHenry Mortgage, the Cook Mortgage, the Lurage Mortgage, the Lake Mortgage and the Ontario Mortgage are sometimes hereinafter collectively referred to as the "Mortgage"), which Ontario Mortgage encumbers the real property and all improvements thereon legally described on Exhibit E hereto ("Ontario Property") (the McHenry Propert/, the Cook Property, the DuPage Property, the Lake Property and the Ontario Property are sometimes bereinafter collectively referred to as the "Property"), (x) that certain Assignment of Rents and Leases deted December 15, 2004 from Ontario to Lender recorded with the Recorder's Office on January 17, 2005, as Document No. 0501850006 (as modified from time to time, the "Ontario Assignment of Lases") (the McHenry Assignment of Leases, the Cook Assignment of Leases, the DuPage Assignment of Leases, the Lake Assignment of Leases and the Ontario Assignment of Leases are sometimes hereinafter collectively referred to as the "Assignment of Leases"), which Ontario Assignment of Leases enumbers the Ontario Property, (xi) that certain Environmental Indemnity Agreement dated October 21, 2003 made by Americorp and Guarantor in favor of Lender (as assumed and modified from time to time, the "Indemnity Agreement"), (xii) that certain Certificate of Representations, Warranties and Covenants dated October 31, 2003 made by Americorp and Guarantor in favor of Lender (as assumed and modified from time to time, the "Certificate"), and (xiii) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Certificate and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended and assumed from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The Note and Loan Documents were previously modified pursuant to that certain by Modification Agreement dated December 15, 2004 among Americorp, Guarantor and Lender.

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- D. The Note and Loan Documents were further modified, and Americorp's duties, obligations and liabilities under the Note, the McHenry Mortgage, McHenry Assignment of Leases, the Indemnity and the Certificate were assumed by Borrower pursuant to that certain by Assumption and Modification Agreement dated August 29, 2005 among Borrower, Americorp, Ontario, Guarantor and Lender.
- E. The Loan is further secured by a Guaranty of Payment and Completion dated October 31, 2003 made by Guarantor in favor of Lender (as amended from time to time, the "Guaranty").
- F. Borrower has requested that Lender increase the principal sum of the Note to \$1,137,742.06.

AGREEMENTS:

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

- 1. <u>Amended Note</u>. Concurrent v ith the execution of this Agreement, Borrower shall execute and deliver to Lender an Amended and Restreed Promissory Note (the "<u>Amended Note</u>") of even date herewith in the original principal amount of One Million One Hundred Thirty-Seven Thousand Seven Hundred Forty-Two and 00/100 Dollars payable in installments of principal and interest, and due on September 30, 2010. Any reference in the Loan Documents to the Note shall hereafter mean the Amended Note. Any reference in the Amended Note or the Loan Documents to the Loan shall hereafter mean that certain \$1,137,742.00 mortgage loan evidenced by the Amended Note.
- 2. <u>Title Policy</u>. As a condition precedent to the agreements cortained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to is sue an endorsement to Lender's title insurance policy No. 1401 880000213 D1 (the "<u>Title Policy</u>"), as of the date this Agreement is recorded, reflecting the recording of this Agreement, increasing the amount of insurance to \$1,137,742.00 and insuring the priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.
- 3. Reaffirmation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

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- 4. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.
 - (b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended Note, the Mortgage or the other Loan Documents.
 - The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower on creable in accordance with their respective terms, subject to limitations imposed by gene 2 principles of equity.
 - (d) There has been no material adverse change in the financial condition of Borrower, any guarantor crany other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
 - (e) As of the date hereof, I orrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
 - (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 5. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

6. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower, Americorp, Ontario or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Americorp, Ontario, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Americorp, Ontario, Guarantor, and

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Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, 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.

- (2) Notwithstanding the execution of this Agreement by Lender, the same shall not be desired to constitute Lender a venturer or partner of or in any way associated with Borrower, An ericorp, Ontario or Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower, Americorp, Ontario, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowe; Americorp, Ontario, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (e) This Agreement shall bind and invie to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) Any references to the "Note", the "Morigage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

LENDER:	BORROWER:
LASALLE BANK NATIONAL ASSOCIATION	805 MCHENRY, LLC, an Illinois limited liability company
By: Atyllingen	By:
Name: Stephen Chingen	Name:
Title: Sr. Vice Presilent	Title:
1 Ox	AMERICORP:
	AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company
	By: PROCARE DENTAL GROUP, P.C., an Illinois professional corporation, its sole manager
	By: Robert G. Brunetti, president
	ONTARIO:
	434 W. ONTARIO, LLC, an Illinois limited liability company
	By: Robert G. Brunetti, its sole Manager
	BRUNETTI:
	ROBERT G. BRUNETTI, individually

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

LENDER:	BORROWER:
LASALLE BANK NATIONAL ASSOCIATION	805 MCHENRY, LLC, an Illinois limited liability company
By:	By: (Brunelle
Name:	Name: PRESIDENT & MANAGEL
Title:	Name: PRESIDENT & MANAGERA Title: ROBERT G. BRUNESO
90x	AMERICORP:
Coop	AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company
	By: PROCARE DENTAL GROUP, P.C., an Illinois professional corporation, its sole manager
	By Robert G. Brunetti, president
	ONTARIO:
	434 W. ONTARIO, LLC, ar. Illinois limited liability company
	By: Robert G. Brunetti, its sole Manager
	BRUNETTI:

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STATE OF ILLINOIS)			
COUNTY OF DUPAGE) .ss			
aforesaid, DO HEREBY CH LaSalle Bank National Associated to the foregoing that he signed and delivered purposes therein set forth. GIVEN under my ha	ERTIFY that Steciation, is personally instrument, appeared said instrument and and Notarial Second SEAL''	ly known to me to be ed before me this da as his own free and	the same person whose ay in person and ackno	csdeof e name is owledged uses and
My Commission Expires My Commission Expires	OF ILLINOIS	_m	Notary Public	
STATE OF ILLINOIS COUNTY OF) SS	Cour		
certify that Robert G. Brune LLC, an Illinois limited liabil name is subscribed to the acknowledged that he signed liability company, pursuant this own and free and voluncompany, for the uses and process of the subscriber of the	etti personally know lity company, and p foregoing instrumed, sealed and delive to authority, given but ntary act and as the urposes therein set	we to me as the sole personally known to ent, appeared before ered the said instrum- by the members of sa- ne free and volunta- forth.	ne to be the same persone to the this day in personent as inanager of said aid limited liability commy act of caid limited	HENRY, on whose rson and d limited apany, as
Given under my hand	d and notarial seal (this day of	, 2006.	0
	·	Notary	Public	
My Commission Expires				

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STATE OF ILLINOIS)			
COUNTY OF DUDACE) .ss			
COUNTY OF DUPAGE	,			
I		a Notary Pub	lic in and for said	County, in the State
Iaforesaid, DO HEREBY CE	RTIFY that	,	,	of
LaSalle Bank National Assoc	iation, is persor	nally known to	me to be the same	person whose name is
subscribed to the foregoing in				
he signed and delivered said i	nstrument as h	is own free and	d voluntary act for t	the uses and purposes
therein set forth.				
GIVEN under my har	nd and Notarial	Seal this	day of	2006
		Scar tills	day or	, 2000.
1	>			
	0~			
			Notary P	ublic
Mr. Commission Francisco	C			
My Commission Expires:		_		
STATE OF ILLINOIS)	Count		
COUNTY OF Cook) SS	0,		
COUNTY OF Cool)	4/2	•	
			2	
I, the undersigned, a l				
certify that Robert G. Brunet LLC, an Illinois limited liabil	-			
name is subscribed to the				<u>-</u>
acknowledged that he signed				
liability company, pursuant to				_
his own and free and voluntar		free and volum	tary act of said limi	ted riunility company,
for the uses and purposes the	rein set forth.			10
Given under my hand		<u>[]</u>		2006
Given under my nand	and notarial se	ear this _' a	ay 01 //ovemen	, 2006.
OFFICIA	I SEAL			
MITCHELL D.	WEINSTEIN		Mass Om	7
Notary Public - My Commission Ex	State of Illinois pires Sep 21, 2010		Made O'11.	
hamman	لنسنسن		Notary Public	
My Commission Expires:				
wry Commission Expires:		· · · · · · · · · · · · · · · · · · ·		

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STATE OF ILLINOIS

)

$\begin{array}{ccc} \text{COUNTY OF } & \begin{array}{ccc} COOL & \\ \end{array} & \begin{array}{ccc} \\ \end{array} & \end{array} $
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereb certify that Robert G. Brunetti personally known to me as president of Procare Dental Group, P.C. an Illinois professional corporation, sole manager of AMERICORP PROPERTIES GROUP, L.L.C. an Illinois limited liability company and personally known to me to be the same person whose nam is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as such president of the manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his/her own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth. Given under my nand and notarial seal this 12 day of 14 day of 16
OFFICIAL SENL MITCHELL D. MEDISTE M Notary Public - State of Minote My Commission Engines Sept. 28
My Commission Expires:
My Commission Expires: STATE OF ILLINOIS COUNTY OF COOK SS
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Brunetti personally known to me as the sole manager of 434 W. ONTARIO 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 this day in person and acknowledged that he signed, sealed and delivered the said instrument as manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, a his own and free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.
Given under my hand and notarial seal this day of November, 2006. OFFICIAL SEAL MITCHELL D. WEINSTEIL Notary Public - State of Many Commission Expires September. My Commission Expires September.
Notary Public
My Commission Expires:

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STATE OF ILLINOIS)
COUNTY OF COUL).ss
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT G. BRUNETTI, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this
OFT CY'SEAL MITCHELL D. MENSTEIN Notary Public - State Winote My Commission Engines 2., 2010
Notary Public
My Commission Expires:
My Commission Expires:

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EXHIBIT A

LEGAL DESCRIPTION OF THE MCHENRY PROPERTY

PIN NO.:

19-07-426-014-0000

ADDRESS:

805 McHenry Avenue (formerly known as 7606 McHenry Avenue), Crystal Lake,

Illinois

LOT 2 IN FINAL PLAT OF BUCKINGHAM COURT P.U.D., BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1984 AS DOCUMENT NO. 895931, IN MCHENRY COUNTY, ILLINOIS.

XCEPTING THEKL.
EGINNING AT THE NOT.
DEGREES 1 MINUTE 2 SECONDS THENCE SOUTH 89 DEGREES 46 MINUTES 7 SECONDS TO SAID LOT 2; THENCE NORTH 13 DEGREES 49 MINUTES SAID WEST LINE TO THE POINT OF BEGINNING. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 74 DEGREES 1 MINUTE 2 SECONDS EAS I, 40 FEET ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, 32 FEET; THENCE SOUTH 30 DEGREES 2 MINUTES 7 SECCND3 WEST, 32 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 13 DEGREES 4 + NINUTES 55 SECONDS EAST, 40 FEET ON

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EXHIBIT B

LEGAL DESCRIPTION OF COOK PROPERTY

PIN:

13-06-109-005

ADDRESS: 6169 N. Northwest Highway, Chicago, IL 60631

THAT PAR? OF LOT 1 IN BLOCK 65 AS PLATTED AND SUBDIVIDED BY THE NORWOOD LAND AND BUILDING ASSOCIATION AND BEING A SUBDIVISION OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTH 1/2 O'L SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOF1, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 200 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 50 FEET, THENCE IN A SOUTHWESTERLY DIRECTION PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 1, 200 FEET MORE OR LESS TO THE SOUTHVESTERLY LINE OF SAID LOT 1, THENCE A SOUTHEASTERLY DIRECTION ALONG SAID LAST MENTIONED LINE 50 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN:

08-15-310-006-0000 & 08-15-009-0000

ADDRESS: 605 East Algonquin Road, Arlington Heights, IL 60005

THAT PART OF LOT 17 AND 18 CLEARBROOK INDUSTRIAL PARK SUBDIVISION (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH ON THE WEST LINE OF SAID LOT 18 AND 17, A DISTANCE OF 265.50 FEET; THENCE EAST ON A LINE 313.50 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID LCT 17, A DISTANCE OF 180.45 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 25.29 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 18; THENCE SOUTHEASTERLY ON SAID PARALLEL LINE 93.67 FEET TO THE EASTERLY LINE OF SAID LOT 18; THENCE NORTH ON THE EASTERLY LINE OF SAID LOT 18; 180.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 18, 277.66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF A LINE 25.29 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 18, WITH A LINE DRAWN PARALLEL WITH, AND 313.50 FEET NORTH OF THE SOUTH LINE OF LOT 17 IN SAID SUBDIVISION (SAID 313.50 FEET BEING MEASURED ALONG THE WEST LINE OF SAID LOT 17 AND SAID POINT OF INTERSECTION BEING 180.45 FEET EAST, AS MEASURED ALONG LAST MENTIONED PARALLEL LINE, OF SAID WEST LINE OF LOT 17); THENCE SOUTHEASTERLY ON SAID LINE WHICH IS 25.29 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT 1893.67 FEET TO THE EAST LINE OF SAID LOT 18, THENCE NORTH 38.15 FEET ALONG SAID EAST LINE TO THE MOST WESTERLY. NORTHWEST CORNER OF LOT 19 IN SAID SUBDIVISION; THENCE WESTERLY 32.24 FEET TO THE POINT OF BEGINNING.

SAID CLEARBROOK INDUSTRIAL SUBDIVISION BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 41 NOR'TH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, IL LINOIS, ON AUGUST 23, 1967 AS DOCUMENT 2343062, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTION OF DUPAGE PROPERTY

PIN:

07-33-400-035

ADDRESS: 1304 Macom Drive, Naperville, Illinois

LOT 10 IN WHITE EAGLE COMMONS, BEING A SUBDIVISION OF LOTS 2, 3, 4, 5 AND 8 IN WHITE EAGL? CLUB UNIT 2, A RESUBDIVISION IN PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL J TC DOCUM.

Ox Column Clerks Office MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMBER 9, 1994 A DOCUMENT R94-186037, IN DUPAGE COUNTY, ILLINOIS.

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EXHIBIT D

LEGAL DESCRIPTION OF LAKE PROPERTY

PIN:

14-19-402-086

ADDRESS. 715 Ela Road, Lake Zurich, Illinois

PARCEL 1. UNIT NO. 2 IN VILLAGE SQUARE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN VILLAGE SQUARE RETAIL CENTER PHASE II SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 4166008, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON LLEMENTS.

PARCEL 2: EASEMENT FOR INGRESS EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 OVER THAT PORTION OF LOT 2 IN VILLAGE SQUARE RETAIL CENTER PHASE II SUBDIVISION, AFORESAID, AS DESCRIBED IN GRANT OF NON-EXLCLUSIVE EASEMENT OF RIGHT-OF-WAY AND PARLING, RECORDED JULY 13, 1998 AS S, S. Clert's Office DOCUMENT 4166103, IN LAKE COUNTY, ILLING'S.

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EXHIBIT E

LEGAL DESCRIPTION OF ONTARIO PROPERTY

PIN:

17-09-127-019-0000

Address:

434 W. Ontario, Chicago, Illinois 60610

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIA. IN COOK COUNTY, ILLINOIS.