THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO:

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Doc#: 0703122082 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/31/2007 03:29 PM Pg: 1 of 11

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT ("Forbearance Agreement"), dated as of the 29th day of December, 2006, is made by and between Northstar Trust Company, as Trustee under Trust Agreement dated (une 12, 2003 and known as Trust 03-6200 ("Trustee"), Gettysburg Development Corporator, an Illinois corporation ("Beneficiary"), Larry M. McKone ("McKone" or "Guarantor") (Trustee and Beneficiary are sometimes referred to collectively as "Borrower") and MB FINANCIAL BANK, N.A. ("Lender"; Lender, Beneficiary, Trustee and Guarantor being sometimes referred to individually herein as a "Party" and collectively as "Parties").

RECITALS.

- A. Lender and Borrower entered into a Construction Loan Agreement made as of the 19th day of November, 2003 (the "Loan Agreement") pursuant to which Lender made two loans (the "Loans") to Borrower in the aggregate principal amount of \$22,855,000.00 for the purpose of constructing and developing two condominium buildings in Arlington Heights, Illinois (the "Project"). One loan is evidenced by an Acquisition and Construction Mortgage Note dated November 18, 2003 in the original principal amount of \$13,334,000.00 ("Note A"). The second loan is evidenced by a Construction Mortgage Note dated November 19, 2073 in the original principal amount of \$9,521,000.00 ("Note B"). (Note A and Note B, as modified from time to time are sometimes collectively referred to as the "Notes.")
- B. The Trustee is currently the owner of record of the land on which the Project was developed legally described in <u>Exhibit A</u> attached hereto, commonly known as 601 and 701 W. Rand Road, Arlington Heights, Illinois ("Mortgaged Premises"). The Beneficiary is the sole beneficiary of Trust 03-6200.
- C. The Notes were modified and amended from time to time by amendments dated as of November 14, 2004, May 18, 2005 and November 18, 2005 (the "Note Amendments").
- D. McKone guaranteed payment of the Notes and completion of the Project pursuant to a Guaranty of Payment and a Guaranty of Completion, both dated November 19, 2003 (collectively the "Guaranty").

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- E. The Notes as amended are secured by, among other things:
 - i. a Construction Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") dated as of November 19, 2003 by Trustee in favor of Lender which encumbers the Mortgaged Premises, recorded on December 10, 2003 with the Cook County Recorder of Deeds as Document 0334444121, as modified by modifications recorded December 21, 2004, July 19, 2005 and January 9, 2006 as Documents 0435603102, 0520018001 and 0600918012 respectively;
 - all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loans which are hereinafter collectively referred to as the "Other Security Documents." (Such Other Security Documents, together with the Notes all modifications and amendments of the Notes, the Mortgage, all modifications and amendments of the Mortgage and the Guaranty being hereinater collectively, the "Loan Documents").
- F. Note A matured and became due and owing on November 18, 2006. Under the Mortgage and Loan Agreement the restrict under Note A constituted a default under Note B. In addition a default occurred under Note B vinen Borrower failed to pay interest when due under Note B on December 18, 2006. As a result the entire principal balance of the Notes and all accrued, unpaid interest, sees and costs due under the Notes and the Loan Agreement are now due and owing.
- G. Trustee, Borrower and Guarantor acknowledge and agree that the principal amounts and accrued unpaid interest and late fees owed Lender under the Notes to and including December 29, 2006 are set forth below.

PRINTS		Element &	
Note A	\$2,520,218.01	\$26,762.31	\$999.99
Note B	\$10,844,255.41	\$104,399.25	0,

- H. Trustee, Borrower and Guarantor acknowledge and agree that (1) the Loan Documents are authentic, valid and enforceable; (ii) the security interests, liens and nortgages granted to Lender under the Loan Documents are valid, perfected, choate, enforceable and existing liens; (iii) Trustee, Borrower and Guarantor do not have any defense, offset, recoupment or claim with respect to the Loan Documents or otherwise against Lender; and (iv) Lender is entitled to accelerate the entire unpaid balance of the Notes and exercise all remedies available to Lender under the Loan Documents.
 - I. Trustee, Borrower and Guarantor have requested that Lender forbear accelerating the balance of the Loans and taking immediate action to collect the sums due and to otherwise enforce the provisions of the Loan Documents.

P.4

AGREEMENTS

NOW, THEREFORE, in consideration of the forbearance of Lender, for the time period and under the conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustee, Lender, Borrower and Guarantor and each of them agree as follows:

- 1. <u>Incorporation of Recitals and Acknowledgements</u>. The Recitals set forth above are hereby incorporated by reference as if set forth herein verbatim. Trustee, Borrower, and Guarantor each represent and warrant that the statements made in the Recitals are true and accurate. Without limiting the foregoing, Trustee, Borrower and Guarantor each acknowledges and agrees that:
 - (a) absent the effectiveness of this Forbearance Agreement, Lender has the immediate right to collect the sums due under the Notes including all unpaid principal and the immediate right to enforce the Loan Documents; and
 - (b) Paragraph G of the Recitals accurately sets forth the principal and accrued but unpaid interest due to Lender under the Notes, all as of and including December 29, 2006.
- 2. <u>Conditions Precedent (Documents)</u>. Lender's obligations under this Forbearance Agreement shall be expressly conditioned on the receipt of four (4) copies of this Agreement executed by Borrower, Guarantor and Dustee, each duly executed and acknowledged and in form, substance and content satisfactory to Lender, all on or before December 29, 2006.
- 3. <u>Conditions Precedent (Other)</u>. Lender's obligations under this Forbearance Agreement shall also be expressly conditional upon the following:
 - (a) Each of the representations and warranties set forth in Paragraph 4 below being true and correct as of the date this Forbearance Agreement is signed; and
 - (b) Borrower and Guarantor complying with the terms and provisions of this Forbearance Agreement, and except as specifically modified herein. Its terms and provisions of the Loan Documents.
- 4. Representations and Warranties. Borrower hereby represents and warrants to Lender as follows:
 - (a) Beneficiary is an Illinois corporation in good standing, duly organized and validly existing under the laws of the State of Illinois;
 - (b) Beneficiary signing of the Forbearance Agreement and any other documents referred to or to be executed in connection with the Forbearance Agreement have been duly and validly authorized by the necessary corporate action;
 - (c) The Forbearance Agreement and any other documents referenced in or to be executed in connection with the Forbearance Agreement have been duly authorized;

are valid, binding and enforceable according to their terms; do not violate the Articles of Incorporation or By-Laws of Beneficiary, and do not violate any agreement or any court or administrative decree or order binding on Borrower;

- (d) There are no pending or threatened claims, litigation, arbitration, governmental or administrative proceedings affecting Sorrower or their properties, assets or revenues which may have a materially adverse effect on the financial condition, operations, assets, business and properties of the Borrower; and
- (e) The Borrower and Guarantor have filed all federal, state and other governmental tax returns required to be filed by them, and have paid all taxes and governmental fees and charges owed by them. Neither Borrower nor Guarantor has received any notice, correspondence, notices of deficiency or tax liens from any governmental fees or charges.
- 5. Obligations and Covenants of Borrower and Guarantor. Borrower and Guarantor agree that:
 - (a) Borrower of Grerantor shall pay Lender, on or prior to the Forbearance Termination Date (as hereina? Lefined), all principal and accrued but unpaid interest, late charges, costs and attorney's for due Lender under the Notes:
 - (b) The principal balance of the Notes shall increase by an amount equal to:
 - i. Lender's cost for the most recent appraisal of the Mortgaged Premises; and
 - ii. All attorney's fees, costs and expenses incurred by Lender as a result of the defaults described herein including the rees and costs related to this Forbearance Agreement;
 - (c) On or prior to January 15, 2007:
 - i. Borrower shall provide Lender with paid tax receipts with respect to the closing of Unit 402;
 - ii. Borrower shall provide Lender with a written accounting crest provide payments to Borrower made by the purchasers of units in Building I and Building II for year 2005 real estate taxes paid in 2006; and
 - iii. Guarantor shall provide a signed personal financial statement as of the date of this Forbearance Agreement:
 - (d) At Lender's election, interest due with respect to the Notes will be paid by reallocating sale proceeds from units at the Project first to interest due under the Notes and then to principal;

- (e) All contracts for the sale of units at the Project and contracts for marketing the condominium units at the Project entered into subsequent to the date of this Forbearance Agreement, including agreements with brokers, shall be delivered to Lender upon execution;
- (f) All escrowed funds with respect or related to closing on units at the Project for contracts executed after the date of this Forbearance Agreement shall be deposited in escrow accounts with Lender;
 - (g) Sales reports shall be delivered to Lender each month;
- (h) They will comply with and perform all obligations imposed on Borrower and Custantor by this Forbearance Agreement and each of the documents executed in connection with or in forbearance of this Forbearance Agreement and, except as modified herein, the Cap Documents;
- (i) They will maintain Gettysburg in good standing under the laws for the State of Illinois and tirrely file any and all reports and documents required to maintain such good standing;
- (j) They will notify Lender in writing within seven (7) business days of any dissolution, change in corporate structure, change in corporate name, or adoption of any trade or assumed name of Gettysburg;
- (k) They will notify Lender in writing with seven (7) business days of the filing of any lawsuit against Borrower or Guarantor, the entry of any judgment or decree against Borrower or Guarantor or their property or assets, or the receipt of any demand, notice or levy from any governmental entity regarding any tax or government fee or charge; and
- (I) They will pay on or before the due date all lexes or governmental fees or charges imposed on the Mortgaged Premises.
- 6. Obligations and Covenants of Lender. From the date of the signing of this Forbearance Agreement through and including the Forbearance Termination Date, Lender agrees to forbear taking action to collect the amounts due under the Notes and forbear taking action to enforce security interests granted to Lender pursuant to the Loan Documents.
- 7. Forbearance Default. The following events shall constitute a "Forbearance Default:"
 - (a) Borrower's failure to observe or perform any term, covenant, provision or stipulation contained in this Forbearance Agreement, and except as modified herein, any term, covenant, provision or stipulation contained in the Loan Documents or any document executed in connection with or in furtherance of this Forbearance Agreement;
 - (b) Any representation or warranty made by Borrower being untrue or misleading when made or deemed made; or any schedule, statement, report, notice,



certificate or other writing furnished by Borrower to Lender being untrue or misleading on the date as of which the statements or facts set forth therein are made, stated or certified;

- (c) Borrower or Guarantor commencing any judicial, administrative or other proceeding disputing:
 - i. The legality, authenticity or enforceability of this Forbearance Agreement or any of the Loan Documents;
 - ii. The validity, perfection, priority and enforceability in accordance with their terms of Lender's mortgages, liens and security interests granted pursuant to any of the Loan Documents;
- (d) Any litigation, arbitration or governmental proceeding commenced against Borrower, Guarantor or their respective properties, assets or revenues which would be likely to materially adversely affect the financial condition, operations, assets, business, properties or prospects of Borrower or Guarantor, unless such proceedings are diligently defended; and
- (e) A judgment agranat Borrower or Guarantor which materially and adversely affects Borrower's or Guarantor's financial condition.
- 8. Forhearance Termination Date. Lender's forhearance obligations under this Forhearance Agreement shall terminate (the "Forhearance Termination Date") the earlier of:
 - (a) The occurrence of a Forbearance Leaguit referred to in Paragraph 7 above; or
 - (b) April 1, 2007.
- 9. Remedies of Lender. On the Forbearance Termination Date all sums due under the Loan Documents shall be immediately due and payable without notice of default, presentment, demand or any notice whatsoever.

On the Forbearance Termination Date, Lender may take any and all actions to collect all sums due and owing under the Loan Documents and enforce the Loan Documents and any other documents, mortgages, notes, security interests, pledges or guaranties executed in connection with or furtherance of the Loans or this Forbearance Agreement.

- 10. Waiver by Borrower and Guarantor. Borrower and Guarantor hereby expressly, irrevocably and unconditionally waive:
 - (a) Any and all notices of default, cure or grace periods and demands set forth in any of the Loan Documents or any note, guaranty, mortgage, security agreement or document executed in connection with or in furtherance of this Forbearance Agreement;

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- (b) Any and all rights of reinstatement or rights of redemption set forth in any Illinois law or statute or the Loan Documents:
- (c) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED RELATED TO THE LOAN DOCUMENTS OR THIS FORBEARANCE AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR IN FURTHERANCE OF OR RELATED TO THE LOAN DOCUMENTS OR THIS FORBEARANCE AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY; and
- (d) EVERY DEFENSE, INCLUDING A DEFENSE BASED ON THE IMPLIED COVENANT OF GOOD FAITH, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWER OR GUARANTOR MAY NOW HAVE TO ANY ACTION BY LENDER IN ENFORCING THE LOAN DOCUMENTS, THIS FORBEARANCE AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH OR IN FURTHERANCE OF THIS FORBEARANCE AGREEMENT.
- of which is hereby acknowledged, Borrower and Grarantor, their heirs, beneficiaries, executors, attorneys, administrators, successors and assigns, past and present, hereby, jointly and severally, fully and forever release and discharge Lender, its subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, trustees, employers, agents, and attorneys, past and present, from any and all claims, demands, agreements, warranties, contracts, covenants, actions, suits, causes of action, judgments, obligations, controversies, debts, costs, expenses, damages, penalties, attorneys' fees, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, direct or indirect, vested or contingent, suspected or unsuspected, from the beginning of time through the date this Forbearance / greement is signed.
- 12. Amendments and Interpretation. No amendment or modification of any provision of this Forbearance Agreement shall be effective without the written egreement of Borrower, Guarantor and Lender, and no waiver of any provision of this Forbearance Agreement, or consent to any departure by the Borrower and Guarantor therefrom, shall be effective without the written consent of Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand upon the Borrower and Guarantor in any case shall entitle Borrower and Guarantor to any other or further notice or demand in similar or other circumstances.

No prior drafts of this Forbearance Agreement, or any negotiations leading up to or regarding the terms contained in those drafts, shall be admissible in any court to interpret the terms of this Forbearance Agreement, the parties hereto agreeing that this Forbearance Agreement and the documents executed pursuant to or in furtherance of this Forbearance Agreement constitute the full, final and complete expression of the Parties' agreement, and

supersedes all the prior written and oral understandings regarding the terms of this Forbearance Agreement. The Parties hereto have had the opportunity to be represented by counsel in their negotiations of the terms of this Forbearance Agreement, and therefore no provision of this Forbearance Agreement shall be construed against any Party hereto on the theory that such Party drafted such provision.

- 13. Non-Waiver. Lender's failure, at any time or times hereafter, to require strict performance by Borrower and Guarantor of any provision or term of this Forbearance Agreement or the Loan Documents shall not waive, affect or diminish any right of Lender to thereafter demand strict compliance and performance therewith.
- 14. Continuing Nature of Loan Documents. Borrower and Guarantor agree that Lender retains its perfected mortgages, liens and security interests in Borrower's assets and property, and that pething in this Forbearance Agreement waives or releases any such mortgage, lien or security interest. Borrower and Guarantor agree to promptly sign and deliver to Lender all documents necessary to maintain and continue the perfection of Lender's mortgages, liens and security interests in Borrower's and Guarantor's assets and property.

Except as expressly provided herein, all terms, promises, covenants, provisions or obligations contained in the Loan Decuments or any document executed pursuant to or in furtherance of this Forbearance Agreement, shall remain in full force and effect. In the event of a conflict between such documents and this Forbearance Agreement, the Parties shall conduct their affairs in accordance with and be governed by this Forbearance Agreement.

Borrower and Guarantor agree that the Notes are due and owing as of the date of this Forbearance Agreement and nothing in this Forbearance Agreement waives any of Borrower's defaults under the Loan Documents, except as expressly stated in this Forbearance Agreement.

- 15. Application of Payments/Recoveries. Lender may apply any sums (a) received from the Borrower and Guarantor, or (b) received from the enforcement of the terms and provisions of the Loan Documents, this Forbearance Agreement, and any other documents, notes, guaranties, mortgagees, liens or security interests executed in connection with or in furtherance of this Forbearance Agreement, to such sums now or hereafter owed by Borrower (whether for attorneys' fees, costs, expenses, late charges, interest or principal) and in such order of application as Lender, in its sole discretion, shall determine.
- 16. Reaffirmation of Existing Guaranties. Larry M. McKone hereby reaffirms his Guaranty and consents to the signing of this Forbearance Agreement by Borrower and the Trustee, and agrees that the Guaranty is valid, binding and enforceable according to its terms.
- 17. <u>Limitation of Relationship Between the Parties</u>. The relationship of Lender, Borrower and Guarantor has been and shall continue to be, at all times, that of creditor and debtor. Nothing contained in this Forbearance Agreement, or any instrument, document or agreement delivered in connection therewith, shall be deemed or construed to create a fiduciary relationship between the parties or a joint venture, and any such relationship is expressly disclaimed.

080-28-2006 18:42 FROM: SEMMERLING-MOORE-RE (847)8373411 COPY

STATE OF ILLINOIS)
COUNTY OF COOK)
I, JERIL JACORS, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY MEKONE, as PRESIDENT OF GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said corporation, 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 act, and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.
GIVEN under my hand and notarial seal this 27 day of December, 2006.
Notary Public
"OFFICIAL SEAL" JERIL. JACOBS NOTARY PUBLIC STATE OF ILLINOIS
STATE OF ILLINOIS) Wy Currension Expires 03/29/2009
COUNTY OF COOK) SS.
I, JERI L. JACONS, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY that WILLIAM BER, as
VICE PRESIDENT of MB FINANCIAL BANK, N.A., who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument as such
VICE PRESIDENT of said Bank, 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 act and as

GIVEN under my hand and notarial seal this 2 day of December, 1506.

the free and voluntary act of said Bank for the uses and purposes therein set forth.

OFFICIAL SEAL

JERI L. JACOBS

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 03/29/2009

Nøtary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL1:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RAYGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS POLLOWS: BEGINNING AT A FOINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF RAND ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEFT WHICH IS 425.0 FEET NORTHWESTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 280.80 FAET TO A POINT ON SAID LINE WHICH IS 200.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST VA OF THE NORTHEAST 14 OF SAID SECTION 18, THENCE NORTHEASTERLY 307.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 400.0 FEET SOUTHEASTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16, THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 305.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT PICHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECT. ON 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS POLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/4 OF THE NORTH IBAST 1/4 OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; 1/2/1/2 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; 1/2/1/2 SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1/8; THENCE SOUTHBASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1/8; THENCE SOUTHBASTERLY ALONG THE SOUTHWESTERLY LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1/8; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DEC-28-2006 18:42 FROM: SEMMERLING-MODRE-RE (847)8373411 CO

PARCEL 3:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 2000 FEET; THENCE SOUTHWESTERLY 20 29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 3600 CHET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST 1/2 OF NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEST, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST WO SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, S. G. D. COLINE CICRA'S OFFICE 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 03-18-203-005 03-18-203-006

03-18-203-007