

UNOFFICIAL COPY**EXHIBIT A**

A STRIP OF LAND 50 FEET IN WIDTH AND LYING 25 FEET NORTH OF AND PARALLEL TO THE CENTER LINE OF THE EXISTING SOUTHBOUND TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY, THE EASTERLY TERMINUS BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, AND THE SOUTHWESTERLY TERMINUS, BEING THE NORTHERLY LINE OF THE CALUMET SAG CHANNEL IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST,

AND ALSO,

A STRIP OF LAND IN THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTHEAST QUARTER OF SECTION 14, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED 50 FOOT STRIP AND THE SOUTH LINE OF THE SOUTH CANAL RESERVE, SOUTH OF THE ILLINOIS MICHIGAN CANAL, SAID POINT BEING 280.46 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID SECTION 11; THENCE SOUTH $56^{\circ} 12' 54''$ WEST 726.41 FEET ALONG THE SOUTH LINE OF SAID RESERVE TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUING ALONG SAID RESERVE LINE SOUTH $55^{\circ} 47' 10''$ WEST 371.68 FEET; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 1136.00 FEET, AN ARCH DISTANCE OF 129.76 FEET TO A POINT OF TANGENT; THENCE SOUTH $67^{\circ} 51' 47''$ WEST 92.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 1156.00 FEET, AN ARC DISTANCE OF 169.50 FEET TO A POINT OF TANGENT; THENCE SOUTH $59^{\circ} 27' 43''$ WEST 60 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 583.00 FEET, AN ARC DISTANCE OF 320.41 FEET TO THE SOUTHERLY LINE OF SAID CANAL RESERVE; THENCE NORTH $55^{\circ} 47' 10''$ EAST 46.02 FEET ALONG LAST SAID RESERVE LINE TO A POINT ON CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 563.00 FEET, AN ARC DISTANCE OF 268.68 FEET TO A POINT OF TANGENT; THENCE NORTH $59^{\circ} 27' 43''$ EAST 60 FEET TO A POINT OF CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH, HAVING A RADIUS OF 1136.00 FEET, AN ARC DISTANCE OF 166.57 FEET TO A POINT OF TANGENT; THENCE NORTH $67^{\circ} 51' 47''$ EAST 92.00 FEET TO A POINT OF CURVE, SAID POINT BEING ON SAID SOUTH RESERVE LINE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 1156.00 FEET AN ARC DISTANCE OF 243.67 FEET TO A POINT OF TANGENT; THENCE NORTH $55^{\circ} 47' 10''$ EAST 301.00 FEET TO THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH $56^{\circ} 12' 54''$ EAST 500.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PREVIOUSLY DESCRIBED 50 FOOT STRIP; THENCE NORTHEASTERLY ALONG LAST SAID STRIP TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

ALLONGE

This Allonge (the "Allonge") is made effective as of the 1st day of January, 2007 (the "Effective Date") by and between Robert Bily ("Bily") and Reger Rentals, LLC ("Reger Rentals"), and is as follows:

RECITALS

- A. Bily is the borrower under a certain Promissory Note and Mortgage dated March 13, 2003, which note and mortgage have been assigned (with Bily's written consent) to Reger Rentals as lender, for which the total amount of accrued principal and interest as of the Effective Date is Sixty-Six Thousand Six Hundred Dollars (\$66,600); and
- B. Bily is the borrower under a certain oral contract which Bily entered with Gary Haak on November 1, 2004, by which Bily borrowed Six Thousand Dollars (\$6,000) to be repaid on March 1, 2005, which oral contract was assigned (with Bily's written consent) to Reger Rentals as lender, for which the total amount of accrued principal and interest as of the Effective Date is Six Thousand Six Hundred and Ninety-Five Dollars and Eighty-Three Cents (\$6,695.83); and
- C. Bily is the borrower and Reger Rentals is the Lender under a certain Promissory Note dated March 14, 2005, in the initial principal amount of Five Thousand Dollars (\$5,000), for which the total amount of accrued principal and interest as of the Effective Date is Five Thousand Six Hundred Seven Dollars and Seventy-Six Cents (\$5,607.76); and
- D. Bily is the borrower and Reger Rentals is the Lender under a certain Promissory Note dated April 6, 2005, in the initial principal amount of Four Thousand Dollars (\$4,000), for



UNOFFICIAL COPY

which the total amount of accrued principal and interest as of the Effective Date is Four Thousand Five Hundred Eighty-Three Dollars and Seventy-Seven Cents (\$4,583.77).

NOW, THEREFORE, in consideration of the foregoing recitals and the promises, representations and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby expressly incorporated into this agreement, and hereinafter, all of the loans described in the foregoing will be referred to collectively as, the "Loans."

2. The consolidated total amount of accrued principal and interest due from Bily to Reger Rentals under the Loans is Eighty-Three Thousand Six Hundred Eighty-Seven Dollars and Thirty-Seven Cents (\$83,687.37) (the "Entire Balance").

3. Reger Rentals will allow a Ten Thousand Dollar (\$10,000) discount and will forego the accrual of any additional interest if Bily makes the following payments by the dates due:

- a. Two Thousand Dollars (\$2,000) upon execution of this Allonge no later than January 18, 2007;
- b. Ten Thousand Dollars (\$10,000) on or before March 1, 2007;
- c. Five Thousand Dollars (\$5,000) on or before April 1, 2007;
- d. Five Thousand Dollars (\$5,000) on or before May 1, 2007;
- e. Five Thousand Dollars (\$5,000) on or before June 1, 2007; and
- f. Balance of Forty-Six Thousand Six Hundred Eighty-Seven Dollars and Thirty-Seven Cents (\$46,687.37) on or before July 1, 2007.



UNOFFICIAL COPY

4. The foregoing payments must be made in certified funds and received by Reger Rentals at 17133 Cambridge Place, Tinley Park, Illinois, 60487, by 5:00 p.m. Central Time on the dates due.

5. In the event that any of the payments are not received strictly in accordance with the foregoing paragraph, then the parties hereto agree:

a. That the Entire Balance, less any payments made under the foregoing paragraph, shall be immediately due and payable by Bily to Reger Rentals, without any further notice or demand for payment; and

b. Interest will accrue at Eighteen Percent (18%) on the Entire Balance (less any payments made in accordance with the foregoing paragraph) beginning from the Effective Date.

6. All notices and payments to be sent to Reger Rentals shall be sent to 17133 Cambridge Place, Tinley Park, Illinois, 60487.

7. This Allonge is a supplement to the Loans and does not replace them. It shall not be further amended except by a writing signed by both parties hereto.

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

REGER RENTALS, LLC

By: [Signature]
Its: [Signature]

Witness: [Signature]
Printed: Daniel J. Drews Jr.

[Signature]
ROBERT BILY

Witness: [Signature]
Printed: Daniel J. Drews Jr.