

# UNOFFICIAL COPY

PREPARED BY AND  
WHEN RECORDED, RETURN TO:

First Midwest Bank  
300 N Hunt Club Rd  
Gurnee, IL 60031

IISA

Parcel A:  
Common Address & Permanent Real Estate  
Tax Index Nos.:

*See Exhibit A attached hereto*

Parcel B:  
Common Address & Permanent Real Estate  
Tax Index Nos.:

*See Exhibit B attached hereto*

510020682



Doc#: 0724346071 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/31/2007 12:15 PM Pg: 1 of 16

## THIRD MODIFICATION TO LOAN AND SECURITY AGREEMENT, MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND RELATED LOAN DOCUMENTS

This Third Modification ("Third Modification") is made and entered into effective as of the 30 day of May, 2007, by and among JJD INDUSTRIES, INC., an Illinois corporation ("JJD"), MIDLAND CHUTES, INC., an Illinois corporation ("Midland Chutes"), SMITHCO FABRICATORS, INC., an Illinois corporation ("Smithco"), WISCONSIN TOOL AND STAMPING COMPANY, an Illinois corporation ("Wisconsin Tool"), ILLINOIS RANGE COMPANY, an Illinois corporation ("Illinois Range"), INJECTION PLASTIC CORPORATION, an Illinois corporation ("Injection Plastic"), MIDLAND TECHNOLOGY, INC., an Illinois corporation ("Midland"), 9611 ASSOCIATES, L.P., an Illinois limited partnership ("9611"), 9500 AINSLIE ASSOCIATES LLC, an Illinois limited liability company ("9500"), 9521 ASSOCIATES, LLC, an Illinois limited liability company ("9521") (JJD, Midland Chutes, Smithco, Wisconsin Tool, Illinois Range, Injection Plastic and Midland are sometimes hereafter referred to individually as "Borrower" and collectively as "Borrowers" and 9611, 9500 and 9521 are sometimes referred to herein collectively as "Real Estate Borrowers"), and FIRST MIDWEST BANK, an Illinois banking corporation ("Lender").

### RECITALS:

WHEREAS, Borrowers have heretofore executed and delivered to Lender a Loan and Security Agreement ("Loan Agreement") dated as of November 30, 2006, by and among Lender, on the one hand, and Borrowers and Real Estate Borrowers, on the other hand, pursuant to which, among other things, Lender has made certain loans evidenced by, inter alia (a) a certain Secured Revolving Promissory Note in the original principal amount of Seven Million and No/100 Dollars (\$7,000,000.00), (b) a certain Secured Term Note No. 1 in the original principal amount of Two Million One Hundred Twenty Thousand and No/100 Dollars (\$2,120,000.00), and (c) a certain Secured Term Note No. 2 in the original principal amount of Two Million Seventy Thousand and No/100 Dollars (\$2,070,000.00) (collectively, "Notes"); and,

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WHEREAS, the Notes are secured by and as provided for in, inter alia: (i) the Loan Agreement; (ii) a Mortgage, Fixture Filing and Security Agreement with Assignment of Rents on the Property described on Exhibit A attached hereto and incorporated herein by reference, from 9521, as Mortgagor, to Lender, as Mortgagee, recorded with the Recorder of Deeds of Cook County, Illinois on December 19, 2006, as Document No. 0635331029 ("9521 Mortgage"); and, (iii) a Mortgage, Fixture Filing and Security Agreement with Assignment of Rents on the Property described on Exhibit B attached hereto and incorporated herein by reference, from 9500 and 9611, jointly, as Mortgagor, to Lender, as Mortgagee, recorded with the Recorder of Deeds of Cook County, Illinois on December 19, 2006, as Document No. 0635331027 ("9500 Mortgage", and collectively with the 9521 Mortgage, "Mortgages"); and,

WHEREAS, the Secured Revolving Promissory Note (the "Revolving Note"), was amended by a First Amendment to Secured Revolving Promissory Note ("First Modification"), dated as of December 30, 2006, which changed the date of the required monthly payments under such Revolving Note from the first day of each month to the eighteenth day of each month; and,

WHEREAS, the Loan Agreement, the Revolving Note and the Mortgages were amended by an Amendment to Secured Revolving Promissory Note, Loan and Security Agreement, Mortgage, Fixture Filing and Security Agreement with Assignment of Rents ("Second Modification"), dated as of April 12, 2007, which provided for an increase in the "Maximum Revolving Loan Amount" from Seven Million and No/100 Dollars (\$7,000,000.00) to Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) and a modification of the Revolving Note and all of the Loan Documents, as applicable, to reflect such increase; and,

WHEREAS, Borrowers and Real Estate Borrowers have requested that Lender issue one or more Letters of Credit in an aggregate amount (together with all previously issued Letters of Credit) not to exceed Five Hundred Thousand and 00/100 (\$500,000.00), and that Lender amend the Loan Agreement, the Mortgages and the other Loan Documents to provide for the issuance of such Letters of Credit, and Lender has agreed to do so upon and subject to the terms and conditions hereinafter set forth and provided that the Guarantors execute a Reaffirmation of Guaranty in a form acceptable to Lender and that the Junior Lenders execute a Consent in a form acceptable to Lender.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed among the parties hereto as follows:

1. Incorporation by Reference. The Recitals set forth above are hereby incorporated herein and made a part hereof.
2. Definitions. Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Loan Agreement, the Notes, the Mortgages and/or the other Loan Documents, as applicable. All references in the Loan Agreement, the Notes, the Mortgages and the other Loan Documents to any Loan Document shall mean such document as amended hereby.

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3. Amendment of Loan Agreement. The Loan Agreement is hereby amended in the following respects:

A. Paragraph 1 is hereby amended to include the following as a new subparagraph (q-1):

“(q-1) “Demand Note” means the note described in subparagraph 2(c) of this Agreement, together with all notes issued in substitution, renewal or exchange therefor and all amendments, modifications and supplements thereto.”

B. Paragraph 1 (xx) is hereby amended in its entirety to read as follows:

“(xx) “Notes” means the Revolving Note, Term Note No. 1, Term Note No. 2, the Demand Note and any and all notes issued in substitution, renewal or exchange for any of the Revolving Note, Term Note No.1, Term Note No. 2 or Demand Note or any other note issued hereunder, together with any and all amendments, modifications and supplements thereto.

C. Paragraph 2 is hereby amended to include the following as a new subparagraph (c):

“(c) Letter of Credit Facility. Lender agrees to issue, from time to time on or before the Revolving Loan Maturity Date, one or more Irrevocable Standby Letters of Credit (each, a “Letter of Credit”), in an aggregate amount (together with all previously issued Letters of Credit) not to exceed, at any time, Five Hundred Thousand and No/100 Dollars (\$500,000.00), on behalf of any one or more of the Borrowers (each, Borrower requesting issuance of a Letter of Credit on its behalf being referred to herein as an “LC Applicant” and all Borrowers requesting issuance of Letters of Credit being referred to herein as the “LC Applicants”), in substantially the form attached hereto as Exhibit “F”. Each Letter of Credit shall have an expiration date which shall be no later than one year from the date of issuance and no new Letters of Credit will be issued by Lender subsequent to the Revolving Loan Maturity Date. The amounts drawn under such Letters of Credit shall be evidenced by that certain Demand Note of even date herewith, in the principal amount of \$500,000.00, delivered by Borrowers and Real Estate Borrowers to Lender. Any amounts drawn under a Letter of Credit will be payable upon demand made by Lender. As a condition precedent to the issuance of each Letter of Credit, the LC Applicant requesting issuance of such Letter of Credit shall pay (or cause to be paid) to Lender a fee which is equal in amount to the greater of one percent (1%) of the face amount of such Letter of Credit and Lender’s then minimum fee for the issuance of any letter of credit (“LC Fee”). Failure to make a payment of the LC Fee shall be deemed to be an advance under the Demand Note and shall bear interest and be payable as set forth in the Demand Note.

Each LC Applicant (as applicable) shall give notice to the Lender of the proposed issuance of a Letter of Credit on a Business Day which is at least three Business

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Days prior to the proposed date of issuance of such Letter of Credit. Each such notice shall specify, among other things, the date on which the proposed Letter of Credit is to be issued, the expiration date of such Letter of Credit (which shall not be later than one year from the date of issuance), and whether such Letter of Credit is to be transferable in whole or in part. Upon receipt of such notice, Lender will prepare Lender's form of application for letter of credit and will cause such application to be submitted to the requesting LC Applicant for execution. The LC Applicant will sign such application and return the original thereof to the Lender (along with such other documentation as Lender may request in support of such application) and upon receipt and approval of such signed application and any required supporting documentation, Lender will issue its letter of credit in accordance with the application.

Each Letter of Credit shall be used by the respective LC Applicant only for a valid business purpose arising in the ordinary course of such LC Applicant's business operations, and Lender shall have the right to refuse to issue a Letter of Credit in the event Lender determines, in its sole discretion, that the proposed Letter of Credit will be used for any other purpose. If a Letter of Credit has not been presented for a draw pursuant to its respective terms, such Letter of Credit shall terminate upon the earlier to occur of the stated expiration date or the date such Letter of Credit is returned to Lender."

4. Amendment to 9521 Mortgage. The 9521 Mortgage is hereby amended so that all references therein to the Notes shall include the Demand Note.
5. Amendment to 9500 Mortgage. The 9500 Mortgage is hereby amended so that all references therein to the Notes shall include the Demand Note.
6. Amendment to Other Loan Documents. All references in the Loan Agreement and the other Loan Documents to the Notes shall include the Demand Note.
7. Representations and Warranties. The Borrowers and the Real Estate Borrowers represent and warrant to Lender that: (i) they have full power and authority to execute and deliver this Third Modification and to perform their respective obligations hereunder; (ii) upon the execution and delivery hereof, this Third Modification will be valid, binding and enforceable upon the Borrowers and the Real Estate Borrowers in accordance with its terms; (iii) execution and delivery of this Third Modification does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which any of the Borrowers or Real Estate Borrowers are a party or by which all or any of them are bound; and, (iv) after giving effect to this Third Modification, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under the Notes, the Loan Agreement, the Mortgages, or any Loan Documents.
8. Ratification. The Borrowers and the Real Estate Borrowers hereby ratify and confirm their respective liabilities and obligations under the Loan Agreement, the Notes, the

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Mortgages and the other Loan Documents as amended and/or modified hereby, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims or setoffs to the enforcement by Lender of the obligations and liabilities of Borrowers under any such document or in any document referred to in any thereof.

9. Reaffirmation of Loan Documents. Except as expressly provided herein, the Notes, Loan Agreement, Mortgages and Loan Documents are and shall remain in full force and effect.
10. Counterparts; Governing Law. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one document. This Amendment shall be interpreted, construed and enforced under the laws of the state of Illinois.

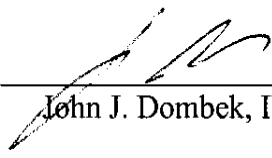
*[Signature page follows.]*

# UNOFFICIAL COPY

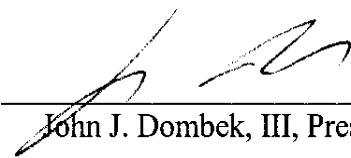
IN WITNESS WHEREOF, this Amendment has been entered into as of the date first written above.

**BORROWERS:**

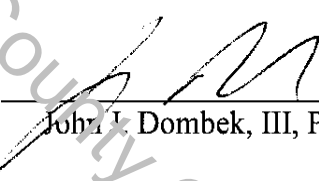
**JJD INDUSTRIES, INC.**, an Illinois corporation

By:   
John J. Dombek, III, President

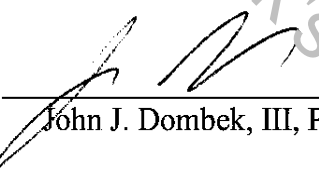
**MIDLAND CHUTES, INC.**, an Illinois corporation

By:   
John J. Dombek, III, President

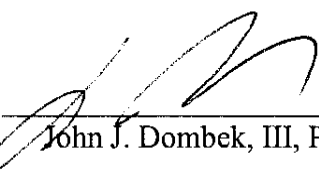
**SMITHCO FABRICATORS, INC.**, an Illinois corporation

By:   
John J. Dombek, III, President

**WISCONSIN TOOL AND STAMPING COMPANY**, an Illinois corporation

By:   
John J. Dombek, III, President

**ILLINOIS RANGE COMPANY**, an Illinois corporation

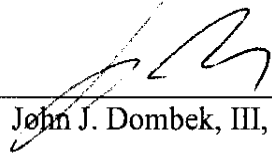
By:   
John J. Dombek, III, President

ADDITIONAL SIGNATURE PAGE FOLLOWS

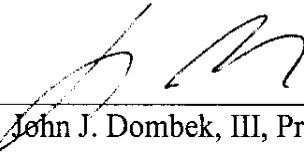
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**INJECTION PLASTIC CORPORATION**, an Illinois corporation

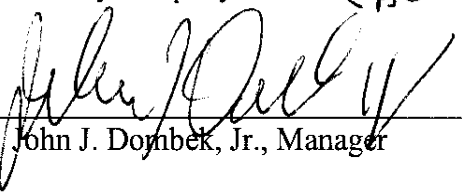
By:   
John J. Dombek, III, President

**MIDLAND TECHNOLOGY, INC.**, an Illinois corporation

By:   
John J. Dombek, III, President

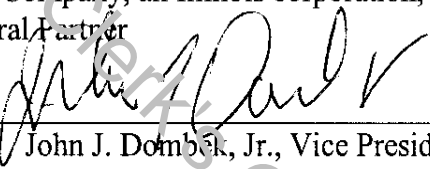
**REAL ESTATE BORROWERS:**

**9500 AINSLIE ASSOCIATES, LLC**, an Illinois limited liability company

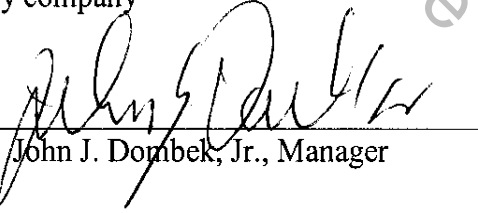
By:   
John J. Dombek, Jr., Manager

**9611 ASSOCIATES, L.P.**, an Illinois limited partnership

By: 9611 Company, an Illinois corporation, the General Partner

By:   
John J. Dombek, Jr., Vice President

**9521 ASSOCIATES, LLC**, an Illinois limited liability company

By:   
John J. Dombek, Jr., Manager

Property of Cook County Clerk's Office

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**LENDER:**

**FIRST MIDWEST BANK**, an Illinois banking corporation

By: Patrick J. Carroll  
Name: Patrick J. Carroll  
Title: AVP

Property of Cook County Clerk's Office

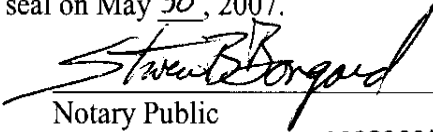


# UNOFFICIAL COPY

STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF ~~COOK~~ )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of JJD Industries, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

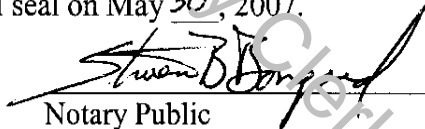
  
Notary Public

STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF ~~COOK~~ )

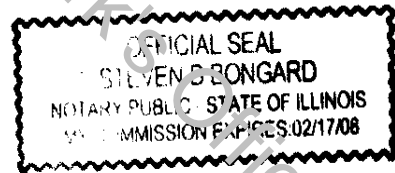


The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Midland Chutes, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

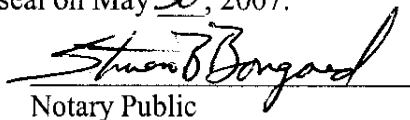
  
Notary Public

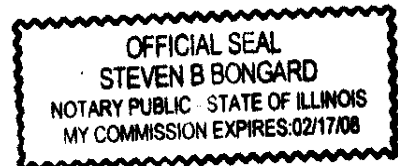
STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF ~~COOK~~ )



The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Smithco Fabricators, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

  
Notary Public

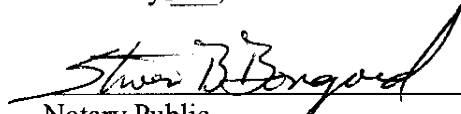


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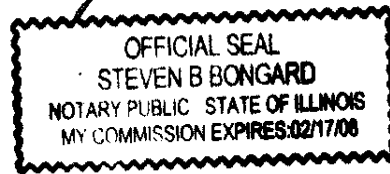
STATE OF ILLINOIS )  
 )  
 ) LAKE ) SS.  
 )  
COUNTY OF ~~COOK~~ )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Wisconsin Tool and Stamping Company, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

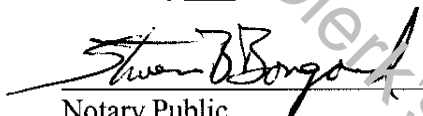
  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
 ) LAKE ) SS.  
 )  
COUNTY OF ~~COOK~~ )



The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Illinois Range Company, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

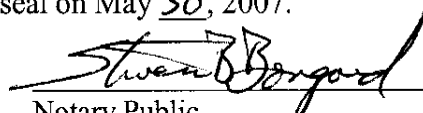
  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
 ) LAKE ) SS.  
 )  
COUNTY OF ~~COOK~~ )



The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Injection Plastic Corporation, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.

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

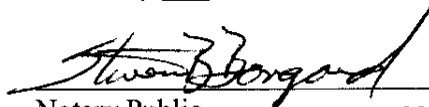


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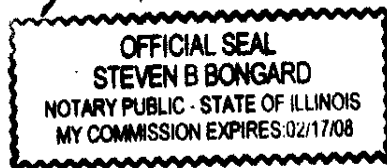
STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, III., the President of Midland Technology, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 30, 2007.


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

STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF COOK )

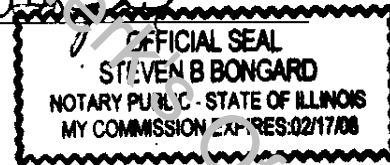


The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, Jr., the Manager of 9521 Associates, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on <sup>June</sup> ~~May~~ 11, 2007.

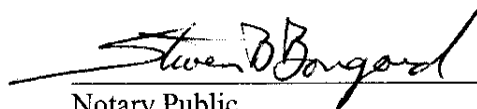
  
\_\_\_\_\_  
Notary Public

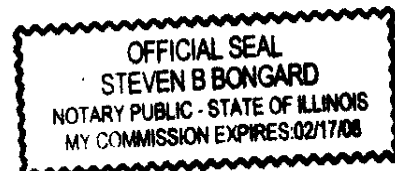
STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF COOK )



The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, Jr., the Manager of 9500 Ainslie Associates LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on <sup>June</sup> ~~May~~ 11, 2007.

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

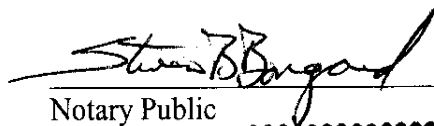


# UNOFFICIAL COPY

STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF ~~COOK~~ )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that John J. Dombek, Jr., the Vice President of 9611 Company, an Illinois corporation, the General Partner of 9611 Associates, L.P., an Illinois limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, as the General Partner of 9611 Associates, L.P., for the uses and purposes set forth therein.

Given under my hand and notarial seal on <sup>June</sup>~~May~~ 11, 2007.

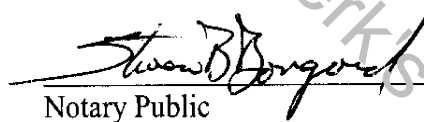
  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
                  LAKE ) SS.  
COUNTY OF LAKE )



The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Patrick Carroll, of FIRST MIDWEST BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on <sup>June</sup>~~May~~ 11, 2007.

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



# UNOFFICIAL COPY

## EXHIBIT "A"

### PARCEL A

#### LEGAL DESCRIPTION

##### PARCEL 1:

THE WEST 220 FEET (EXCEPT THE WEST 40 FEET OF THE NORTH 20 FEET) OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH HALF OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

LOT 3 (EXCEPT THAT PORTION BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### ALSO

LOTS 4, 5, 6 AND 7 IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL 3:

LOT 2 (EXCEPT THE EAST 745 FEET THEREOF AND EXCEPT THE WEST 40 FEET OF THE EAST 785 FEET OF THE NORTH 20 FEET THEREOF) IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH HALF OF ROBINSON'S RESERVATION IN TOWNSHIP 40, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 3 FOR PRIVATE ROAD FOR INGRESS AND EGRESS TO AND FROM RIVER ROAD AND FOR INSTALLATION, USE AND MAINTENANCE OF UNDERGROUND UTILITIES OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES:

1. THE SOUTH 40 FEET OF THE EAST 1105 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.
2. THE SOUTH 60 FEET OF THE WEST 80 FEET OF THE EAST 1185 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.
3. THE NORTH 20 FEET OF THE WEST 80 FEET OF THE EAST 785 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, CREATED AND GRANTED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS, INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT NUMBER 16848108.

## PARCEL 5:

EASEMENT FOR BENEFIT OF PARCEL 3 FOR INSTALLATION, MAINTENANCE AND USE OF UNDERGROUND SEWER FACILITIES AS CREATED BY GRANT DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT NUMBER 16767886 AND CONVEYED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197, TO UNIMATIC MACHINE PRODUCTS, INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT NUMBER 16848108 OVER THE NORTH 22 FEET OF THE SOUTH 62 FEET OF THE EAST 700 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PUBLIC UTILITY PURPOSES AS RESERVED IN THE DEEDS RECORDED AS DOCUMENT NUMBERS 16560115, 16590506, 16625871 AND 16830801 AND GRANTED BY THE DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS, INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT NUMBER 16848108 OVER AND UNDER THE SOUTH 10 FEET OF LOT 1 AND THE SOUTH 10 FEET OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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## PARCEL 7:

LOTS 1, 2 AND THAT PORTION OF LOT 3 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N.:**

1. 12-10-302-048-0000
2. 12-10-302-049-0000
3. 12-10-312-001-0000
4. 12-10-312-002-0000
5. 12-10-312-003-0000
6. 12-10-312-004-0000
7. 12-10-312-005-0000

**COMMON ADDRESS:** 9521 West Ainslie Street  
Schiller Park, Illinois 60176

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## EXHIBIT "B"

### PARCEL B

#### LEGAL DESCRIPTION

##### PARCEL A:

THE WEST 445 FEET OF THE EAST 845 FEET OF THE NORTH 270 FEET OF THE SOUTH 310 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL B:

EASEMENTS FOR THE BENEFIT OF PARCEL A FOR THE INSTALLATION, MAINTENANCE AND USE OF UNDERGROUND SEWER FACILITIES, AS CREATED BY GRANT DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT NUMBER 16767886 AND CONVEYED BY THE DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197, TO SEREN MACHINE PRODUCTS CORPORATION, DATED MARCH 25, 1957 AND RECORDED APRIL 10, 1957 AS DOCUMENT NUMBER 16873820, OVER THE NORTH 22 FEET OF THE SOUTH 62 FEET OF THE EAST 400 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID; IN COOK COUNTY, ILLINOIS.

##### PARCEL C:

EASEMENT FOR THE BENEFIT OF PARCEL A FOR PUBLIC UTILITY PURPOSES, AS RESERVED IN DEEDS RECORDED AS DOCUMENT NUMBERS 16560115, 16590506, 16625871, 16830801, 16848108, 16639965, 16663431 AND 16855539, AND GRANTED BY THE DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197, TO SEREN MACHINE PRODUCTS CORPORATION, DATED MARCH 25, 1957 AND RECORDED APRIL 10, 1957 AS DOCUMENT NUMBER 16873820, OVER AND UNDER THE SOUTH 10 FEET OF LOTS 1 AND 2; THE WEST 10 FEET OF LOT 2, THE WEST 10 FEET OF THE SOUTH 310 FEET OF LOT 3 AND THE NORTH 10 FEET OF THE SOUTH 310 FEET (EXCEPT THE EAST 845 FEET) OF LOT 3, ALL IN O'HARE INDUSTRIAL CENTER AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 12-10-302-018-0000

**COMMON ADDRESS:** 9500 West Ainslie Street  
Schiller Park, Illinois 60176