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2007K117487

Doc#: 0801731098 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/17/2008 12:59 PM Pg: 1 of 14

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 11/29/2007 12:10 PM
REC FEE: 35.00 RHSPS FEE: 10.00
PAGES: 14

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PNTN
70 W MADISON STE 1600
CHICAGO IL 60602

FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 27 day of September, 2007, by and among MARQUETTE NATIONAL BANK not personally, but solely as Trustee ("Trustee"), under a Trust Agreement dated May 5, 1989 and known as Trust Number 12116; OLIVER B. FIFER AND ROBERT J. MCGEE, JR., as beneficiaries under the Trust (together, "Beneficiary"); ROBERT J. MCGEE, JR. (individually), THERESE MCGEE (individually), OLIVER B. FIFER (individually) and OLIVER FIFER (individually) (the Trustee, the Beneficiary, and each of the referenced individuals are collectively, the "Mortgagor"), ROBERT J. MCGEE, JR. ("McGee") and OLIVER B. FIFER ("Fifer"), and together with McGee, "Guarantors"), and FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to that certain Loan and Security Agreement dated as of October 26, 2006 executed by and among II IN ONE CONTRACTORS, INC., an Illinois corporation ("Contractors"), II IN ONE REBAR, INC., an Illinois corporation ("Rebar"), II IN ONE CONTRACTORS/REBAR A JOINT VENTURE, a joint venture between Contractors and Rebar ("Joint Venture"), and 43-44-45 BUILDING PARTNERSHIP, an Illinois general partnership ("Building Partnership", and together with Contractors, Rebar and Joint Venture, collectively, "Borrowers") and Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), Lender has heretofore made to Borrowers (i) a term loan in the original principal amount of One Million Six Hundred Fifty-Five Thousand Eight Hundred

This document prepared by and after recording return to:

Diana Y. Tsai, Esq.
Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Index Numbers:

See Exhibit A

Address of Property:

See Exhibit A

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Ninety and No/100 Dollars (\$1,655,890.00) (the "Term Loan"), as evidenced by that certain Term Note dated as of October 26, 2006 ("Original Term Note") made jointly and severally by Borrowers in favor of Lender in the original principal amount of the Term Loan, and (ii) a revolving loan in the original principal amount of up to Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Revolving Loan," and together with the Term Loan, the "Loans"), as evidenced by that certain Revolving Note dated as of October 26, 2006 (the "Original Revolving Note") made jointly and severally by Borrowers in favor of Lender in the original principal amount of the Revolving Loan.

B. The Loans are secured by (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of October 26, 2006 made by Mortgagor to and for the benefit of Lender recorded with (1) the Recorder of Deeds in Cook County, Illinois on October 30, 2006, as Document No. 0630345048, (2) the Recorder of Deeds in Kane County, Illinois on November 1, 2006, as Document No. 2006K120030, and (3) the Recorder of Deeds in Kankakee County, Illinois on November 1, 2006, as Document No. 200627632 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), (ii) that certain Assignment of Rents and Leases dated as of October 26, 2006 made by Mortgagors to and for the benefit of Lender and recorded with the Recorder of Deeds in Cook County, Illinois on October 30, 2006, as Document No. 0630345049 (the "Assignment of Rents"), (iii) that certain Environmental Indemnity Agreement dated as of October 26, 2006 made by Borrowers and Guarantors in favor of Lender (the "Indemnity Agreement"), and (iv) certain other loan documents (the Loan Agreement, the Notes (as defined below), the Mortgage, the Assignment of Rents, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loans are further secured by (i) that certain Continuing Unconditional Guaranty dated as of October 26, 2006 made by McGee in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "McGee Guaranty"), and (ii) that certain Continuing Unconditional Guaranty dated as of October 26, 2006 made by Fifer in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Fifer Guaranty"), and together with the McGee Guaranty, the "Guaranties").

D. Borrowers and Lender have heretofore entered into that certain First Amendment to Loan and Security Agreement and Other Loan Documents dated as of November , 2006, pursuant to which the payment due dates of the Term Loan was modified (the "First Amendment").

E. Borrowers and Lender are entering into that certain Second Amendment to Loan and Security Agreement and Other Loan Documents dated as of even date herewith pursuant to which, among other things, (i) the principal amount of the Term Loan is being increased from \$1,655,890.00 to \$2,195,920.00, (ii) the maturity date of the Term Loan is being extended from October 26, 2009 to October 26, 2012, (iii) the maturity date of the Revolving Loan is being extended from October 26, 2007 to October 26, 2008, (iv) certain financial covenants are being modified, (v) Lender is accepting in substitution for the Original Term Note, that certain Amended and Restated Term Note dated as of even date herewith made jointly and severally by

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Borrowers in favor of Lender in the principal amount of \$2,195,920.00 (as amended, restated, modified or supplemented and in effect from time to time, the "Term Note"), and (vi) Lender is accepting in substitution for the Original Revolving Note, that certain Amended and Restated Revolving Note dated as of even date herewith made jointly and severally by Borrowers in favor of Lender in the principal amount of up to \$3,500,000.00 (as amended, restated, modified or supplemented and in effect from time to time, the "Revolving Note"), and together with the Term Note, the "Notes").

F. Mortgagor desires to amend the Loan Documents in order to reflect the foregoing amendments and to provide that the Mortgage, the Assignment of Rents and the other Loan Documents secure the Revolving Loan as extended and the Term Loan, as extended and increased.

AGREEMENTS:

NOW, THEREFORE, 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. **Maturity Date of Loans.**

(a) The maturity date of the Term Loan is extended from October 26, 2009 to October 26, 2012. Any reference in the Mortgage, the Assignment of Rents or any of the other Loan Documents to the maturity date of the Term Loan shall mean October 26, 2012.

(b) The maturity date of the Revolving Loan is extended from October 26, 2007 to October 26, 2008. Any reference in the Mortgage, the Assignment of Rents or any of the other Loan Documents to the maturity date of the Revolving Loan shall mean October 26, 2008.

2. **Principal and Interest.** The principal amount of the Term Loan is increased from \$1,655,890.00 to \$2,195,920.00. Any reference in the Mortgage, the Assignment of Rents or any of the other Loan Documents to the principal amount of the Term Loan shall mean \$2,195,920.00.

3. **Representations and Warranties of Mortgagor.** Mortgagor hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, 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 Loan Agreement and as defined in the Mortgage) under the Loan Agreement, the Mortgage or any of the other Loan Documents and Mortgagor does not know of any event or circumstance which

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with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Mortgage or the other Loan Documents.

(c) 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 Mortgagor, Borrowers and/or Guarantors, as applicable, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.

(e) Mortgagor 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 Mortgagor. This Agreement has been duly executed and delivered on behalf of Mortgagor.

4. **Title Policy.** As a condition precedent to the agreements contained herein, Mortgagor shall, at its sole cost and expense, cause Commonwealth Land Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. G32-1138962 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first 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.

5. **Reaffirmation of Guaranties.**

(a) McGee ratifies and affirms the McGee Guaranty and agrees that the McGee Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of McGee in the McGee Guaranty are, as of the date hereof, true and correct and McGee does not know of any default thereunder. The McGee Guaranty continues to be the valid and binding obligation of McGee, enforceable in accordance with its terms and McGee has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the McGee Guaranty.

(b) Fifer ratifies and affirms the Fifer Guaranty and agrees that the Fifer Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Fifer in the Fifer Guaranty are, as of the date hereof, true and correct and Fifer does not know of any default thereunder. The Fifer Guaranty continues to be the valid and binding obligation of Fifer, enforceable in accordance with its terms and Fifer has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Fifer Guaranty.

6. **Expenses.** As a condition precedent to the agreements contained herein, all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including,

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without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses, shall be paid by Borrower.

7. 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 Mortgagor or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Mortgagor, Guarantor and 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.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venuer or partner of or in any way associated with Mortgagor or Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Mortgagor, Guarantors 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 Mortgagor, 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 inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, 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

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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 Mortgagor's and each Guarantor's obligations under this Agreement.

8. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Mortgagor and each Guarantor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Mortgagor and each Guarantor, which information includes the name and address of Mortgagor and such Guarantor and such other information that will allow Lender to identify Mortgagor and such Guarantor in accordance with the Act. In addition, Mortgagor shall (a) ensure that no person who owns a controlling interest in or otherwise controls Mortgagor or any subsidiary of Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

9. **Trustee's Exculpation.** This Agreement is executed by the Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Agreement, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness (as defined in the Mortgage) or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.

[Remainder of page intentionally left blank; signature page follows]

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

LENDER:

FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation

By: *Albe Robertson*
Name: Albe Robertson
Title: Commercial Banking Officer

MORTGAGOR:

MARQUETTE NATIONAL BANK, an Illinois banking corporation, not personally, but solely as Trustee under a Trust Agreement dated May 5, 1989 and known as Trust Number 121/16

By: *Robert J. McGee, Jr.*
Name: Robert J. McGee, Jr.
Title: ASP + Trustee

Robert J. McGee, Jr.
ROBERT J. MCGEE, JR. (individually)

Therese J. McGee
THERESE J. MCGEE (individually)

Oliver B. Fifer
OLIVER B. FIFER (individually)

Oliver B. Fifer
OLIVER FIFER (individually)

GUARANTORS:

Robert J. McGee, Jr.
ROBERT J. MCGEE, JR.

Oliver B. Fifer
OLIVER B. FIFER

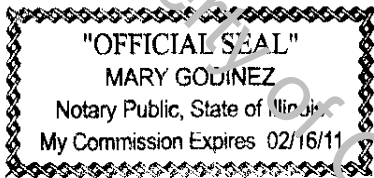
Property of Cook County Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the AVP - TRUST OFFICER, of MARQUETTE NATIONAL BANK, an Illinois banking corporation, as Trustee aforesaid, 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 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 as of the _____ day of SEP 27 2007, 2007.



Mary Godinez

Notary Public

My Commission Expires:
02/16/11

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

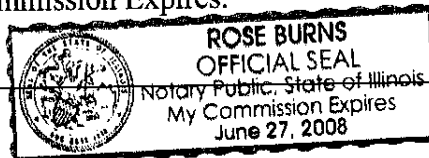
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. McGEE, JR., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.

Rose Burns

Notary Public

My Commission Expires:



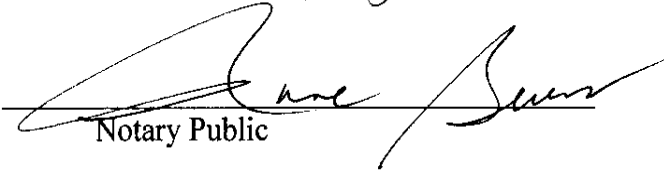
STATE OF ILLINOIS)

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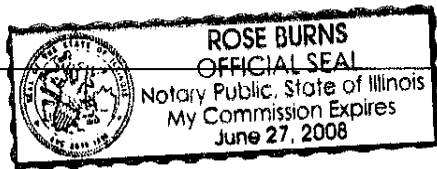
COUNTY OF COOK) SS.
)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that THERESE J. McGEE, who 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 she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.


Notary Public

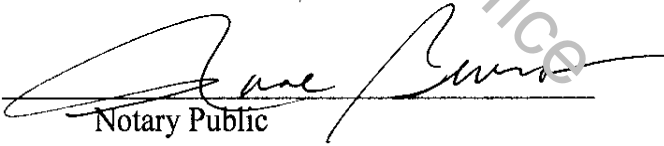
My Commission Expires:



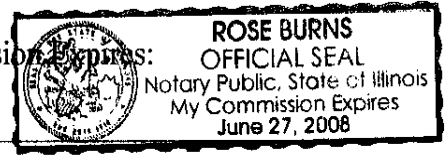
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER B. FIFER, who 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 the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.


Notary Public

My Commission Expires:

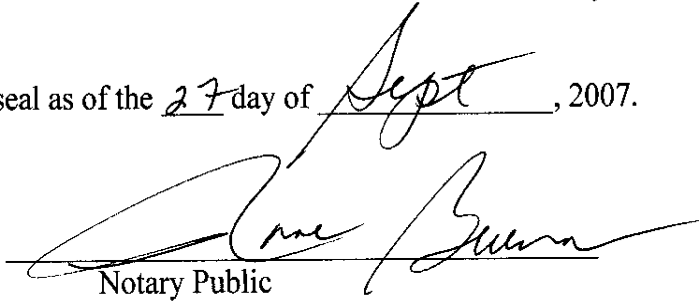


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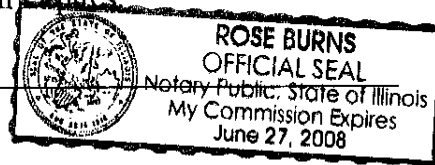
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER FIFER, who 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 the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.


Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2007.

Notary Public

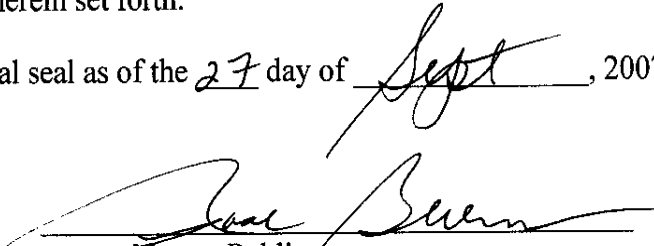
My Commission Expires:

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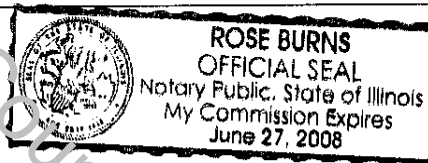
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. McGEE, JR., who 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 the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.


Notary Public

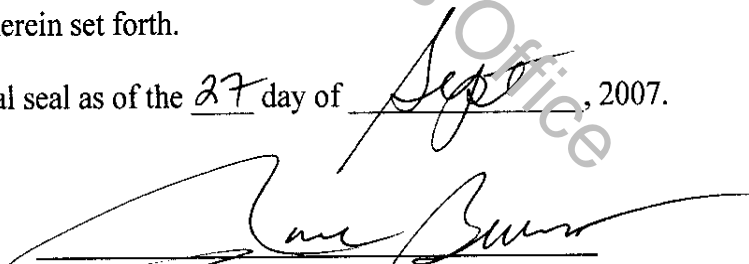
My Commission Expires:



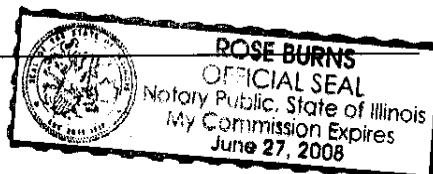
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER B. FIFER, who 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 the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 27 day of Sept, 2007.


Notary Public

My Commission Expires:



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EXHIBIT A

THE PROPERTY

PARCEL 1: THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 119.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 953.57 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTHWESTERLY TO A POINT ON A LINE PARALLEL TO AND 935.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; WHICH POINT IS 83 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 249.28 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY TO A POINT ON A LINE PARALLEL TO AND 970.57 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; SAID POINT BEING 3.25 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 45TH STREET, THENCE EAST ALONG SAID NORTH LINE OF WEST 45TH STREET TO THE POINT OF BEGINNING, THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

THE WEST 45TH STREET IS DEFINED AS A STRIP OF LAND LYING IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 67 OF PLATS, PAGE 44, ON APRIL 29, 1897 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH EXTENDING WESTERLY FROM A STRAIGHT LINE PARALLEL TO AND 1008.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, BEING THE EAST LINE OF SOUTH TRIPP AVENUE EXTENDED NORTHERLY, TO A STRAIGHT LINE PARALLEL TO AND 473.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF

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SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

19-03-400-024 (Cook County, Illinois)

PROPERTY ADDRESS:

4344 W. 45TH STREET
CHICAGO, ILLINOIS

PARCEL 2: UNIT NUMBER 2-A, AS DELINEATED UPON THE PLAT OF SURVEY OF THE REAL ESTATE DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 6 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 6 WHICH IS 125 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK RUNNING THENCE NORTH ALONG SAID EAST BLOCK LINE A DISTANCE OF 38.84 FEET TO A CORNER OF SAID BLOCK; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID BLOCK, A DISTANCE OF 116.13 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY BLOCK LINE A DISTANCE OF 41.13 FEET TO AN INTERSECTION WITH A LINE 107 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 100 FEET TO A POINT 125 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK, AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 107 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 9, 1972 AND KNOWN AS TRUST NO. 77323 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22467238, TOGETHER WITH THE PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED.

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PERMANENT INDEX NUMBER:

20-12-102-007-1001 (Cook County, Illinois)

PROPERTY ADDRESS: 4940 S. EAST END
CHICAGO, ILLINOIS

PARCEL 3: LOT 94 OF VALLEY CREEK, UNIT NO. 1, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

06-09-453-015 (Kane County, Illinois)

PROPERTY ADDRESS: 528 SHENANDOAH TRAIL
ELGIN, ILLINOIS

PARCEL 4: THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 11, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

19-21-200-007 (Kankakee County, Illinois)

PROPERTY ADDRESS: VACANT LAND
SW CORNER OF ILLINOIS ROAD &
CHARLIE MORRIS ROAD
KANKAKEE, ILLINOIS

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