

ORDER # NCS 1600288

THIS INSTRUMENT PREPARED BY:  
 Bruce A. Salk  
 Cohen, Salk & Huvad, P.C.  
 630 Dundee Road, Suite 120  
 Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:  
 Oxford Bank & Trust  
 1111 West 22<sup>nd</sup> Street, Suite 800  
 Oak Brook, Illinois 60523  
 Attn: Marc Gryzlo

7348747-3+4



Doc#: 0802940038 Fee: \$46.00  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 01/29/2008 09:54 AM Pg: 1 of 12

### THIRD MODIFICATION AGREEMENT

**THIS THIRD MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 1st day of December, 2007, by and among STREAMWOOD/BARTLETT ONE, LLC, an Illinois limited liability company ("Borrower"), PATRICK TAYLOR ("Taylor"), DH HOMES, INC., an Illinois corporation ("DH Homes") (Taylor and DH Homes are each a "Guarantor" and are collectively, the "Guarantors") (Borrower and Guarantors are hereinafter collectively referred to as the "Obligors"), and OXFORD BANK & TRUST ("Lender").

### WITNESSETH:

**WHEREAS**, Borrower has executed and delivered to Lender the following mortgage notes (as modified, restated or replaced from time to time, each individually referred to as a "Note" and collectively referred to as the "Notes"): (i) amended and restated mortgage note dated as of September 1, 2006 in the principal amount of Four Million Seven Hundred Eighty Thousand and 00/100 Dollars (\$4,780,000.00) bearing interest at the variable rate specified therein (as modified, restated or replaced from time to time, the "First Note"); and (ii) amended and restated mortgage note dated as of March 6, 2007 in the principal amount of Two Million Fifty Thousand and 00/100 Dollars (\$2,050,000.00) bearing interest at the variable rate specified therein (as modified, restated or replaced from time to time, the "Second Note"), which Notes are secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of May 24, 2005, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0516017158 (the "Mortgage") on property commonly known as Marquette Woods Subdivision, Streamwood and Bartlett, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

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- (ii) assignment of rents and of lessor's interest in leases dated as of May 24, 2005 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 0516017159 (the "Assignment of Rents");
- (iii) guaranty of the First Note dated as of May 24, 2005 made by Guarantors in favor of Lender (the "First Note Guaranty");
- (iv) guaranty of the Second Note dated as of May 24, 2005 made by Guarantors in favor of Lender (the "Second Note Guaranty") (the First Note Guaranty and the Second Note Guaranty are hereinafter collectively referred to as the "Guaranties");
- (v) environmental indemnity agreement dated as of May 24, 2005 made by Obligor in favor of Lender;
- (vi) construction loan agreement dated as of May 24, 2005 between Borrower and Lender (the "Loan Agreement");
- (vii) security agreement and assignment of contractual agreements affecting real estate dated as of May 24, 2005 made by Borrower in favor of Lender; and
- (viii) assignment of sales contracts dated as of May 24, 2005 made by Borrower in favor of Lender.

**WHEREAS**, the Notes and Loan Documents were previously modified pursuant to that certain modification agreement among Borrower, Guarantors and Lender, dated as of September 1, 2006 and recorded in the Recorder's Office as Document No. 0705816050, whereby among other changes, (i) the principal sum of the First Note was increased from \$3,750,000.00 to \$4,780,000.00, and (ii) a second option to extend the maturity dates of each of the Notes by an additional six (6) month period was added.

**WHEREAS**, the Second Note and Loan Documents were previously further modified pursuant to that certain second modification agreement among Borrower, Guarantors and Lender, dated as of March 6, 2007 and recorded in the Recorder's Office as Document No. 0707340176, whereby among other changes, the principal sum of the Second Note was increased from \$1,500,000.00 to \$2,050,000.00.

**WHEREAS**, Borrower has properly exercised its option to extend the maturity dates of the Notes.

**WHEREAS**, Obligor is desirous of (i) extending the maturity dates of the Notes to June 1, 2008, and (ii) making certain other changes to the Loan Documents, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises (as defined in the Mortgage) and that the execution of this

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Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. As of December 1, 2007, the proceeds of the First Note have been fully disbursed and the First Note has been paid down to \$942,977.38, which amount includes \$856,906.21 in letters of credit to the Villages of Streamwood and Bartlett. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender a second amended and restated mortgage note of even date herewith in the principal amount of Nine Hundred Forty-Two Thousand Nine Hundred Seventy-Seven and 38/100 Dollars (\$942,977.38) ("Amended First Note"). Each reference in the Loan Documents to the term "First Note" or the "Facility A Note" shall hereafter be deemed to be a reference to the Amended First Note. Each reference in the Loan Documents to the term "Facility A Loan" shall hereafter mean that certain \$942,977.38 non-revolving construction line of credit loan made by Lender to Borrower and evidenced by the Amended First Note. Each reference to the "Maturity Date" of the Amended First Note shall hereafter mean June 1, 2008.
3. As of December 1, 2007, the total outstanding principal balance of the Second Note is \$681,159.27. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender a second amended and restated mortgage note of even date herewith in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) ("Amended Second Note") (Amended First Note and Amended Second Note shall be hereinafter each individually referred to as "Amended Note" and collectively referred to as "Amended Notes"). Each reference in the Loan Documents to the term "Second Note" or the "Facility B Note" shall hereafter be deemed to be a reference to the Amended Second Note. All references in the Loan Documents to the terms "Note" or "Notes" shall hereafter be deemed to be a reference to the Amended Note or Amended Notes, respectively. Each reference in the Loan Documents to the term "Facility B Loan" shall hereafter mean that certain \$1,000,000.00 revolving construction line of credit loan made by Lender to Borrower and evidenced by the Amended Second Note. Each reference to the "Maturity Date" of the Amended Second Note shall hereafter mean June 1, 2008.
4. The Mortgage is hereby modified by amending and restating the first "Whereas" paragraph on page 1 in its entirety to read as follows:

**"WHEREAS**, the Mortgagor has executed and delivered to the Mortgagee, the following mortgage notes (each individually referred to as a "Note" and collectively referred to as the "Notes"): (i) second amended and restated mortgage note dated as of December 1, 2007 in the principal amount of Nine Hundred Forty-Two Thousand Nine Hundred Seventy-Seven and 38/100 Dollars (\$942,977.38) bearing interest at the variable rate specified therein (the "First Note"), due in the manner as provided therein and in any event on June 1, 2008, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein

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and made a part hereof by this reference with the same effect as if set forth at length; and (ii) second amended and restated mortgage note dated December 1, 2007 in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) bearing interest at the variable rate specified therein (the "Second Note") due in the manner as provided therein and in any event on June 1, 2008, payable to the order of the Mortgagee, the terms and provisions of which Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

5. The First Note Guaranty is hereby modified by amending and restating the first two "Whereas" paragraphs on page 1 in their entirety to read as follows:

"WHEREAS, pursuant to the terms of that certain Construction Loan Agreement dated as of May 24, 2005 (as modified from time to time, the "Loan Agreement") between Streamwood/Bartlett One, LLC, an Illinois limited liability company ("Borrower"), and Lender, Lender has agreed to make a construction loan to Borrower in the maximum principal amount of \$942,977.38 (as modified, restated or replaced from time to time, the "Loan"); and

WHEREAS, the Loan is evidenced by a certain second amended and restated mortgage note dated as of December 1, 2007 in the maximum principal amount of \$942,977.38 (as modified, restated or replaced from time to time, the "Note"); and"

6. The Second Note Guaranty is hereby modified by amending and restating the first two "Whereas" paragraphs on page 1 in their entirety to read as follows:

"WHEREAS, pursuant to the terms of that certain Construction Loan Agreement dated as of May 24, 2005 (as modified from time to time, the "Loan Agreement") between Streamwood/Bartlett One, LLC, an Illinois limited liability company ("Borrower"), and Lender, Lender has agreed to make a construction loan to Borrower in the maximum principal amount of \$1,000,000.00 (as modified, restated or replaced from time to time, the "Loan"); and

WHEREAS, the Loan is evidenced by a certain second amended and restated mortgage note dated as of December 1, 2007 in the maximum principal amount of \$1,000,000.00 (as modified, restated or replaced from time to time, the "Note"); and"

7. The Assignment of Rents is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:

"WHEREAS, Assignor has executed two mortgage notes (as modified, restated or replaced from time to time, hereinafter individually referred to as a "Note" and collectively referred to as the "Notes") payable to the order of OXFORD BANK & TRUST (hereinafter referred to as "Assignee") as follows:

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- A. Second Amended and Restated Mortgage Note dated December 1, 2007 in the principal amount of Nine Hundred Forty-Two Thousand Nine Hundred Seventy-Seven and 38/100 Dollars (\$942,977.38); and
- B. Second Amended and Restated Mortgage Note dated December 1, 2007 in the principal amount of One Million and 00/100 Dollars (\$1,000,000.00); and”.

8. The Loan Agreement is hereby modified as follows:

- a. Section 3.1(a) is hereby deleted and replaced with the following:

The first facility is a non-revolving acquisition, letter of credit, interest reserve, development and site improvement loan (as modified, restated or replaced from time to time, the “Facility A Loan”), in an amount not to exceed Nine Hundred Forty-Two Thousand Nine Hundred Seventy-Seven and 38/100 Dollars (\$942,977.38) at any one time for the purposes and upon the terms and subject to the conditions contained in this Agreement. The proceeds of the Facility A Loan, less the amount of \$856,906.21 for the Letters of Credit (as herein defined), have been fully disbursed to Borrower. The Facility A Loan shall be evidenced, in part, by a second amended and restated mortgage note dated as of December 1, 2007 in the principal amount of \$942,977.38 made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the “Facility A Note”). Notwithstanding anything to the contrary contained in the Facility A Note, this Agreement or the Loan Documents, Lender shall have no obligation to make any further disbursements under the Facility A Note”.

- b. The first sentence of Section 3.1(b) is hereby amended by deleting the phrase “Nine Hundred Thousand Dollars (\$900,000.00)” as it appears therein and replacing it with the phrase “Eight Hundred Fifty-Six Thousand Nine Hundred Six and 21/100 Dollars (\$856,906.21)”.

- c. Section 3.2 is hereby deleted and replaced with the following:

“The second facility is a revolving construction loan for the construction of the Homes (as amended, restated or replaced from time to time, the “Facility B Loan”), in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) at any one time for the purposes and upon the terms and subject to the conditions contained in this Agreement. The proceeds of the Facility B Loan shall be disbursed to Borrower for the purpose of paying items of hard costs for the Homes. The Facility B Loan shall be disbursed on a revolving loan basis and provided Borrower meets the conditions of each disbursement of proceeds therefrom, the proceeds of the Facility B Loan may be borrowed, repaid and borrowed again throughout the term hereof, provided that the maximum principal amount outstanding at any time under the Facility B Loan shall never exceed One Million and 00/100 Dollars (\$1,000,000.00). The maximum amount of the Facility B Loan to be disbursed by Lender on each Home shall be no greater than seventy-five percent (75%) of the value of such Home (as determined by Lender), less \$116,667.00. The Facility B Loan shall include an interest reserve in the amount of \$200,000.00 (the “Facility B Interest Reserve”) for the purpose of



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paying monthly interest on the Facility B Loan, until such reserve is exhausted. Disbursements of the Facility B Interest Reserve shall not exceed \$10,000.00 per Home under construction. The Facility B Loan shall be evidenced, in part, by a second amended and restated mortgage note dated as of December 1, 2007 in the principal amount of \$1,000,000.00 made by Borrower in favor of Lender (as amended, restated or replaced from time to time, the "Facility B Note"). (The Facility A Note and the Facility B Note are hereinafter collectively referred to as the "Notes")."

d. Section 5.1 is hereby amended and restated in its entirety to read as follows: "The Facility A Note executed by the Borrower, payable to the order of Lender, in the principal amount of \$942,977.38."

e. Section 5.2 is hereby amended and restated in its entirety to read as follows: "The Facility B Note executed by the Borrower, payable to the order of Lender, in the principal amount of \$1,000,000.00."

c. Section 5.1(b) is hereby modified by deleting the amount "\$2,050,000.00" as it appears therein and replacing it with the amount "\$1,000,000.00".

d. Section 8.1 is hereby modified by deleting the last sentence thereof and replacing it with the following: "The unpaid principal balance of the Facility A Loan, and all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms hereof, shall be due and payable on June 1, 2008 (the "Maturity Date"). The unpaid principal balance of the Facility B Loan, and all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms hereof, shall be due and payable on June 1, 2008 (the "Maturity Date")."

9. Concurrent with the execution of this Modification Agreement, Borrower and Lender shall execute a blocked account pledge agreement, in such form as Lender shall require, wherein Borrower will pledge to Lender that certain money market account maintained at Lender, as additional security for the Notes.

10. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Notes, as amended hereby, and this Modification Agreement.

11. Except for the modifications stated herein, the Amended Notes and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Notes and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Notes shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Notes and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Notes or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

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12. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender non-refundable modification fees in the amounts of \$215.00 for the Facility A Loan and \$2,000.00 for the Facility B Loan, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Second Note).

13. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Notes, the Mortgage and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

14. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

15. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Notes, the Guaranties and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Notes, the Guaranties and other Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

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16. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

17. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

18. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

19. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

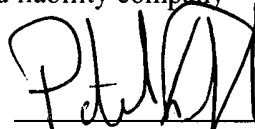
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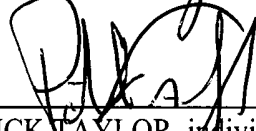


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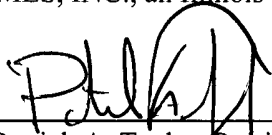
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

STREAMWOOD/BARTLETT ONE, LLC, an Illinois limited liability company

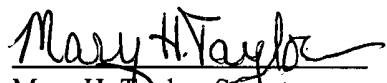
By:   
Patrick A. Taylor, Manager

  
PATRICK TAYLOR, individually

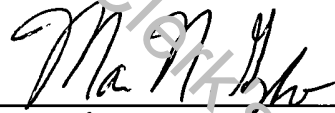
DH HOMES, INC., an Illinois corporation

By:   
Patrick A. Taylor, President

ATTEST:

By:   
Mary H. Taylor, Secretary

OXFORD BANK & TRUST

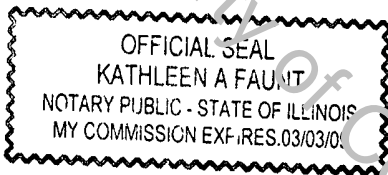
By:   
Its: V.P.

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK A. TAYLOR is personally known to me as the manager of STREAMWOOD/BARTLETT ONE, LLC, an Illinois limited liability company, and 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, sealed and delivered the said instrument as such manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of Jan, 2008.



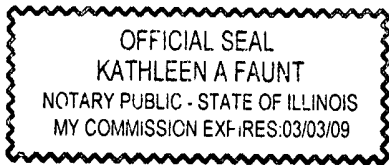
Kathleen A. Faunt  
Notary Public

My Commission Expires: 03/03/09

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK TAYLOR, 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, this 5th day of Jan, 2008.



Kathleen A. Faunt  
Notary Public

My Commission Expires: 03/03/09

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that PATRICK A. TAYLOR and MARY H. TAYLOR, the President and Secretary, respectively, of DH HOMES, INC., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 15th day of Jan, 2008.

Kathleen A. Faunt  
Notary Public

My Commission Expires: 03/03/09

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that MACE N GYZLO, of Oxford Bank & Trust, 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 he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of JANUARY, 2008.

Diane B. Shevchuk  
Notary Public

My Commission Expires: 6-19-11



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## EXHIBIT "A"

### LEGAL DESCRIPTION

PINS: 06-27-411-052 and 06-27-411-005 (Affects Lot 33 of Parcel 1)  
06-27-400-047 (Affects Lot 3 in Parcel 2)  
06-27-400-048 (Affects Lot 4 in Parcel 2)  
06-27-400-049 (Affects Lot 5 in Parcel 2)

#### PARCEL 1:

LOT 33 IN MARQUETTE WOODS, BEING A SUBDIVISION OF THE SOUTHEAST AND THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2003 AS DOCUMENT 0030492465, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 3, 4 AND 5 IN MARQUETTE WOODS ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2016 AS DOCUMENT 0631017065, IN COOK COUNTY, ILLINOIS.