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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 W. 22nd Street, Suite 800
Oak Brook, Illinois 60523
Attn: Frank Lakofka

7575648-3+4
FIRST AMERICAN TITLE

ORDER # 1020008A



Doc#: 0815540008 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/03/2008 09:26 AM Pg: 1 of 14

FIFTH MODIFICATION AGREEMENT

THIS FIFTH MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 1st day of February, 2008, by and among HOFFMAN ESTATES ONE, L.L.C., an Illinois limited liability company ("Borrower"), PATRICK TAYLOR ("Taylor"), DH HOMES, INC., an Illinois corporation ("DH Homes") (each of the foregoing, except Borrower, is a "Guarantor", and are collectively, the "Guarantors") (Borrower and Guarantors are hereinafter referred to, collectively, 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) third amended and restated mortgage note dated as of May 1, 2007 in the original principal sum of Two Million Nine Hundred Thirty-Nine Thousand and 00/100 Dollars (\$2,939,000.00) (as amended, restated or replaced from time to time, the "First Note"), and (ii) amended and restated mortgage note dated September 27, 2005 in the principal amount of Two Million Seven Hundred Thousand and 00/100 Dollars (\$2,700,000.00) (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 by (a) that certain modification agreement dated as of September 27, 2005 by and among Borrower, Guarantors and Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 0530810107, (b) that certain second modification agreement dated as of November 1, 2005 by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0531426080, (c) that certain third modification agreement dated as of June 30, 2006 by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0620805039, and (d) that certain fourth modification agreement dated as of May 1, 2007 by and among Borrower, Guarantors and Lender, recorded in the Recorder's Office as Document No. 0716340009, and as modified, replaced or restated from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of November 12, 2004, recorded in the Recorder's Office as Document No. 0433533059 (as modified from time to time, the "Mortgage") on property commonly known as approximately 22.52 acres of vacant

14

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land located on McDonough Road, in Hoffman Estates, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");

- (ii) assignment of rents and of lessor's interest in leases dated as of November 12, 2004 made by Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 0433533060 (as modified from time to time, the "Assignment of Rents");
- (iii) guaranty of the First Note dated as of November 12, 2004 made by Guarantors in favor of Lender (as modified from time to time, the "First Note Guaranty");
- (iv) guaranty of the Second Note dated as of November 12, 2004 made by Guarantors in favor of Lender (as modified from time to time, the "Second Note Guaranty") (the First Note Guaranty and the Second Note Guaranty are hereinafter collectively referred to as the "Guaranty");
- (v) environmental indemnity agreement dated as of November 12, 2004 made by Guarantors in favor of Lender;
- (vi) environmental indemnity agreement dated as of September 27, 2005 made by Borrower in favor of Lender;
- (vii) construction loan agreement dated as of November 12, 2004 between Borrower and Lender (as modified from time to time, the "Loan Agreement");
- (viii) security agreement and assignment of contractual agreements affecting real estate dated as of November 12, 2004 made by Borrower in favor of Lender; and
- (ix) assignment of sales contracts dated as of November 12, 2004 made by Borrower in favor of Lender.

WHEREAS, Obligors are desirous of (i) increasing the principal amount of the loan evidenced by the First Note by \$323,000.00, (ii) converting the First Note from a non-revolving construction loan to a non-revolving line of credit, (iii) decreasing the principal amount of the loan evidenced by the Second Note by \$1,600,000.00, (iv) extending the maturity date of the Notes to February 1, 2009, and (v) 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 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.

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2. As of the date hereof, the total outstanding principal balance of the First Note is \$978,602.00. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender a fourth amended and restated mortgage note of even date herewith in the principal amount of One Million Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,525,000.00), payable to the order of Lender (the "Amended First Note") on or before February 1, 2009. Each reference in the Loan Documents to the term "First Note" or "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 \$1,525,000.00 non-revolving line of credit loan made by Lender to Borrower and evidenced by the Amended First Note.

3. As of the date hereof, the total outstanding principal balance of the Second Note is \$1,152,184.56. 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 One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), payable to the order of Lender (the "Amended Second Note") on or before February 1, 2009. Each reference in the Loan Documents to the term "Second Note" or "Facility B Note" shall hereafter be deemed to be a reference to the Amended Second Note. Each reference in the Loan Documents to the term "Facility B Loan" shall hereafter mean that certain \$1,100,000.00 revolving construction loan made by Lender to Borrower and evidenced by the Amended Second Note. Each reference hereinafter and in the Loan Documents to the term "Amended Notes" shall mean, collectively, the Amended First Note and the Amended Second Note. Each reference herein and in the Loan Documents to the term "Loan" shall hereafter mean, collectively, the Facility A Loan and the Facility B Loan, as hereby amended. Each reference in the Loan Documents to the term "Maturity Date" of the Amended Notes shall hereafter mean February 1, 2009.

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

"WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, the following mortgage notes (as modified, restated or replaced from time to time, each is individually referred to as a "Note" and are collectively referred to as the "Notes"): (i) a fourth amended and restated mortgage note dated as of February 1, 2008 in the principal amount of One Million Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,525,000.00) bearing interest at the variable rate specified therein (as modified, replaced or restated from time to time, the "First Note"), due in the manner as provided therein and in any event on February 1, 2009, payable to the order of the Mortgagee, the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and (ii) a second amended and restated mortgage note dated as of February 1, 2008 in the principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) bearing interest at the variable rate specified therein (as modified, replaced or restated from time to time, the "Second Note") due in the manner as provided therein and in any event on February 1, 2009, 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 Assignment of Rents is hereby modified by amending and restating in its entirety the first "Whereas" paragraph on page 1 to read as follows:

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“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:

- A. Fourth Amended and Restated Mortgage Note dated as of February 1, 2008 in the principal amount of One Million Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,525,000.00); and
- B. Second Amended and Restated Mortgage Note dated as of February 1, 2008 in the principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00); and”.

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

“WHEREAS, pursuant to the terms of that certain Construction Loan Agreement dated as of November 12, 2004 (as modified, restated or replaced from time to time, the “Loan Agreement”) between Hoffman Estates One, L.L.C., an Illinois limited liability company (“Borrower”), and Lender, Lender has agreed to make a non-revolving line of credit loan to Borrower in the maximum principal amount of \$1,525,000.00 (as modified or restated from time to time, the “Loan”); and

WHEREAS, the Loan is evidenced by a certain fourth amended and restated mortgage note dated as of February 1, 2008 in the maximum principal amount of \$1,525,000.00 (as modified, restated or replaced from time to time, the “Note”); and”.

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

“WHEREAS, pursuant to the terms of that certain Construction Loan Agreement dated as of November 12, 2004 (as modified, restated or replaced from time to time, the “Loan Agreement”) between Hoffman Estates One, L.L.C., an Illinois limited liability company (“Borrower”) and Lender, Lender has agreed to make a construction loan to Borrower in the maximum principal amount of \$1,100,000.00 (as modified or restated from time to time, the “Loan”); and

WHEREAS, the Loan is evidenced by a certain second amended and restated mortgage note dated as of February 1, 2008 in the maximum principal amount of \$1,100,000.00 (as modified, restated or replaced from time to time, the “Note”); and”.

8. The Loan Agreement is hereby modified as follows:

a. Paragraph 3.1(a) is hereby amended and restated in its entirety to read as follows:

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“The first facility is a non-revolving acquisition, 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 One Million Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,525,000.00) 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 A Loan shall be disbursed to Borrower in accordance with the Project Budget attached hereto and made a part hereof as **Exhibit “B”**, as amended from time to time. The Facility A Loan shall be evidenced, in part, by a fourth amended and restated mortgage note in the principal amount of \$1,525,000.00 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 other Loan Documents, effective from and including February 1, 2008, Lender shall have no obligation to disburse the additional \$323,000.00 under the Facility A Loan except as approved by Lender in its sole discretion, and in accordance with the terms and provisions set forth in the Facility A Note.

b. Paragraphs 3.1(b), 3.1(c), 3.1(d), 3.1(e) and 9.15, all relating to letters of credit, are hereby deleted in their entirety.

c. Paragraph 3.2 is hereby amended and restated in its entirety to read as follows:

“The second facility is a revolving construction loan for the construction of the Homes (the “Facility B Loan”), in an amount not to exceed One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) 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 One Hundred Thousand and 00/100 Dollars (\$1,100,000.00). 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 \$148,465.00. The Facility B Loan shall include an interest reserve (the “Facility B Interest Reserve”) for the purpose of paying monthly interest on the Facility B Loan, as herein defined, until such reserve is exhausted. Disbursements of the Facility B Interest Reserve shall not exceed \$10,870.00 per Home under construction. The Facility B Loan shall be evidenced, in part, by a second amended and restated mortgage note in the principal amount of \$1,100,000.00 made by Borrower in favor of Lender (the “Facility B Note”). (The Facility A Note and the Facility B Note are hereinafter collectively referred to as the “Notes”).”

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d. Paragraph 5.1 is hereby amended and restated in its entirety to read as follows:

“5.1 The Facility A Note executed by the Borrower, payable to the order of Lender, in the principal amount of \$1,525,000.00.”

e. Paragraph 5.2 is hereby amended and restated in its entirety to read as follows:

“5.2 The Facility B Note executed by the Borrower, payable to the order of Lender, in the principal amount of \$1,100,000.00.”

f. Paragraph 6.1(b) is hereby amended by deleting the number “\$2,700,000.00” as it appears therein, and replacing it with the number “\$1,100,000.00”.

g. Paragraph 8.1 is hereby amended by deleting the phrase “May 1, 2008 (the “Maturity Date”)” as it appears therein and replacing it with the phrase “February 1, 2009 (the “Maturity Date”)”.

h. Paragraph 14.3 is hereby amended by deleting the phrase: “, plus (iii) such amounts as Lender deems necessary to cash collateralize the Letters of Credit, from time to time to the extent that the Project is insufficient in the reasonable opinion of Lender to fully secure the Letters or Credit and the unpaid balance of the Notes” and replacing it with the following: “(of the lesser of (1) \$40,000.00 and (2) the current balance of accrued, but unpaid, interest on the Facility B Loan as of the payment date)”.

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

10. 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 loans 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, as hereby amended, 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.

11. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$7,750.00, 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,

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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 First Note).

12. 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.

13. 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.

14. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Notes, the Guaranty 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 Guaranty 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.

15. 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.

16. 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.

17. 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.

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18. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before March 14, 2008 (the "Modification Termination Date"):

(a) An endorsement to Chicago Title Insurance Company Loan Policy No. 008251456 (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignment of Rents to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full; and

(b) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

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.

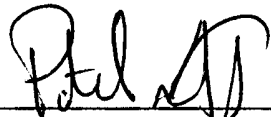
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS 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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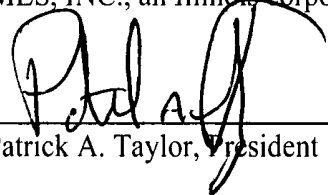
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

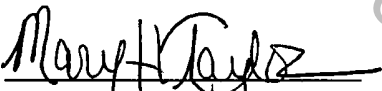
HOFFMAN ESTATES ONE, L.L.C., an Illinois limited liability company

By: 
Patrick A. Taylor, Manager

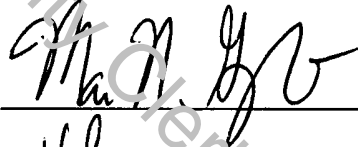

PATRICK TAYLOR, Individually

DH HOMES, INC., an Illinois corporation

By: 
Patrick A. Taylor, President

Attest: 
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 personally known to me as the Manager of HOFFMAN ESTATES ONE, L.L.C., an Illinois limited liability company, and 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 May, 2008.



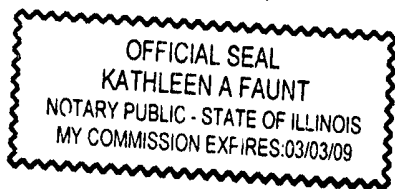
Kathleen A. Faunt
Notary Public

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 May, 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 5th day of May, 2008.



Kathleen A. Faunt
Notary Public

My Commission Expires: 03/03/09

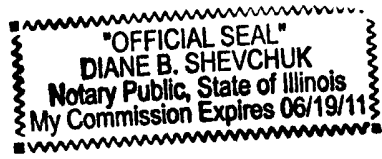
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that MARC GRYZLO, of OXFORD BANK & TRUST, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her 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 6 day of MAY, 2008.

Diane B. Shevchuk
Notary Public

My Commission Expires: 6-19-11



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EXHIBIT "A"

Current Legal Descriptions

PIN: 06-09-106-002-0000

ADDRESS: 1680 Heron Way, Hoffman Estates, Illinois

LOT 1 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

PIN: 06-09-107-003-0000

ADDRESS: 5480 Nicholson Drive, Hoffman Estates, Illinois

LOT 10 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

PIN: 06-09-107-004-0000

ADDRESS: 5470 Nicholson Drive, Hoffman Estates, Illinois

LOT 11 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

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PIN: 06-09-107-005-0000

ADDRESS: 5460 Nicholson Drive, Hoffman Estates, Illinois

LOT 12 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

PIN: 06-09-107-006-0000

ADDRESS: 5450 Nicholson Drive, Hoffman Estates, Illinois

LOT 13 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

PIN: 06-09-109-002-0000

ADDRESS: 5417 Swan Circle, Hoffman Estates, Illinois

LOT 31 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

PIN: 06-09-109-003-0000

ADDRESS: 5419 Swan Circle, Hoffman Estates, Illinois

LOT 32 IN YORKSHIRE WOODS, BEING A RESUBDIVISION OF PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT NUMBER 0010947938, ACCORDING TO THE PLAT OF SAID YORKSHIRE WOODS RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 0502634139, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Original Legal Description

PIN: 06-09-100-005-0000
06-09-200-028-0000

ADDRESS: 43 single family home sites, Hoffman Estates, Illinois

THAT PART OF LOT 1 IN KELLEY FARM, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 9 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2001 AS DOCUMENT 0010947938, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE THE FOLLOWING FIVE COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID LOT; (1) THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST, A DISTANCE OF 327.65 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 410.00 FEET, A DISTANCE OF 755.11 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 73 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 185.20 FEET TO A POINT OF CURVATURE; (4) THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 465.00 FEET, A DISTANCE OF 164.49 FEET; (5) THENCE SOUTH 85 DEGREES 45 MINUTES 15 SECONDS WEST, A DISTANCE OF 626.57 FEET; THENCE NORTH 04 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 113.29 FEET; THENCE NORTH 05 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 178.59 FEET; THENCE NORTH 14 DEGREES 20 MINUTES 40 SECONDS EAST, A DISTANCE OF 91.10 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 109.63 FEET; THENCE NORTH 02 DEGREES 46 MINUTES 20 SECONDS WEST, A DISTANCE OF 201.09 FEET TO A NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 84 DEGREES 27 MINUTES 47 SECONDS EAST, ALONG SAID NORTHERLY LINE AND ITS EASTERLY EXTENSION, A DISTANCE OF 408.93 FEET; THENCE NORTH 19 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 59.20 FEET TO ANOTHER NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,040.14 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.