

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

MELTZER PURTILL & STELLE, LLC  
300 South Wacker Drive, Suite 3500  
Chicago, Illinois 60606  
Attn: Lauren A. Bell, Esq.

8446301



Doc#: 0910335059 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/13/2009 11:26 AM Pg: 1 of 20

We certify that this is a true, correct, and  
accurate copy of the original instrument.

CHICAGO TITLE AND TRUST COMPANY

BY RLH

This space reserved for Recorder's use only

## OMNIBUS MODIFICATION REGARDING HUMMEL LOAN TRANSACTIONS

**THIS OMNIBUS MODIFICATION REGARDING HUMMEL LOAN TRANSACTIONS** (this "Agreement") is made as of the 15<sup>th</sup> day of October, 2008, by and among HUMMEL DEVELOPMENT GROUP LLC, an Illinois limited liability company ("HDG"), HUMMEL CUSTOM HOMES, L.L.C., an Illinois limited liability company ("HCH"), CHICAGO TITLE LAND TRUST COMPANY, not personally, but as successor Trustee to State Bank of Lake Zurich, under Trust Agreement dated December 4, 1986 and known as Trust No. 86-0042 ("HCH Trust"), and ROBERT L. HUMMEL, individually ("RLH"), (HDG, HCH, HCH Trust, and RLH are hereinafter collectively referred to as "Borrower"), RLH as "Guarantor", and MIDWEST BANK AND TRUST COMPANY, its successors and assigns ("Lender").

### RECITALS:

A. Lender has heretofore made the following loans to Borrower:

(i) A loan to HDG in the principal amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00)(the "HDG Letter of Credit Loan") pursuant to the terms and conditions of an Agreement on General Terms of Irrevocable Letters of Credit dated as of June 15, 2007 among HDG and certain others and Lender (as amended from time to time, the "HDG Letter of Credit Agreement") for purposes of issuing a letter of credit on behalf of HDG in favor of the Village of Palatine, as evidenced by a Letter of Credit dated June 15, 2007, in the principal amount of the HDG Letter of Credit Loan made payable by HDG to the order of Lender ("HDG Letter of Credit Note");

(ii) A revolving line of credit loan to HCH in the principal amount outstanding at any one time of Three Million Four Hundred Thousand and 0/100 Dollars (\$3,400,000.00)(the "HCH Loan") pursuant to the terms and conditions of

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a Construction Loan Agreement dated as of November 1, 2006 between HCH and Lender, (as amended from time to time, the "HCH Loan Agreement") (the HDG Loan Agreement, HDG Letter of Credit Agreement, and HCH Loan Agreement are hereinafter collectively referred to as the "Loan Agreements"), and as evidenced by a Promissory Note dated November 1, 2006, in the principal amount of the HCH Loan made payable by HCH to the order of Lender ("HCH Note"); and

(iii) A revolving line of credit loan to RLH in the principal amount of Five Hundred Sixty-Two Thousand and 00/100 Dollars (\$562,000.00) (the "RLH Loan") (the HDG Letter of Credit Loan, HCH Loan, and RLH Loan are hereinafter collectively referred to as the "Loans") as evidenced by a Promissory Note dated September 1 2008, in the principal amount of the RLH Loan made payable by RLH to the order of Lender ("RLH Note") (the HDG Letter of Credit Note, HCH Note, and RLH Note are hereinafter collectively referred to as the "Notes").

B. The HDG Letter of Credit Note is secured by, among other things, (i) that certain Mortgage, Assignment of Rents and Security Agreement, (Financing Statement) dated June 15, 2007 from HDG to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Cook County Recorder's Office") on July 5, 2007, as Document No. 0718633082 ("HDG Penthouse Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-1** hereto ("Plum Grove Penthouse Property"), and (ii) certain other loan documents (the HDG Penthouse Mortgage, the HDG Letter of Credit Agreement, the HDG Letter of Credit Note, and the other documents evidencing, securing and guarantying the HDG Letter of Credit Loan, in their original form and as amended, are sometimes collectively referred to herein as the "HDG Letter of Credit Loan Documents").

D. The HCH Note is secured by, among other things, (i) that certain Construction Mortgage dated November 1, 2006 from RLH to Lender recorded with the Recorder of Deeds in Lake County, Illinois (the "Lake County Recorder's Office") on November 10, 2006, as Document No. 6089245 (as amended from time to time, the "HCH Midlothian Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-2** hereto ("Midlothian Property"), (ii) that certain Mortgage dated November 1, 2006 made by HCH Trust to Lender recorded with the Lake County Recorder of Deeds on December 8, 2006 as Document No. 6103370 (as amended from time to time, the "HCH Gabriel Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-3** hereto ("Gabriel Property") (iii) that certain Assignment of Rents and Leases dated November 1, 2006, from HCH Trust and RLH to Lender and recorded in the Lake County Recorder's Office on November 10, 2006, as Document No. 6089246 (as amended from time to time, the "HCH Assignment of Leases"); and (iv) certain other loan documents (the HCH Loan Agreement, the HCH Note, the HCH Midlothian Mortgage, the HCH Gabriel Mortgage, the HCH Assignment of Leases, and the other documents evidencing, securing and guarantying the HCH Loan, in their original form and as amended, are sometimes collectively referred to herein as the "HCH Loan Documents").

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E. The RLH Note is secured by, among other things, (i) that certain Mortgage dated November 20, 2006 from RLH to Lender recorded with the Recorder of Deeds in Vernon County, Wisconsin (the "Vernon County Recorder's Office") on January 22, 2007, as Document No. 435155 (as amended from time to time, the "RLH Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-4** hereto ("Hillsboro Property"), (ii) that certain Assignment of Rents dated November 20, 2006, from RLH to Lender and recorded in the Vernon County Recorder's Office on January 22, 2007, as Document No. 435156 as amended from time to time, the "RLH Assignment of Leases"), (iii) that certain Mortgage dated November 20, 2006 from RLH and Erika Hummel, his wife, to Lender recorded with the Vernon County Recorder's Office on January 22, 2007, as Document No. 435157 (as amended from time to time, the "Second RLH Mortgage") (the HDG Penthouse Mortgage, HCH Midlothian Mortgage, HCH Gabriel Mortgage, RLH Mortgage, and Second RLH Mortgage are hereinafter collectively referred to as the "Mortgages"), which Mortgage encumbers the Hillsboro Property, (iv) that certain Assignment of Rents dated November 20, 2006, from RLH and Erika Hummel to Lender and recorded in the Vernon County Recorder's Office on January 22, 2007, as Document No. 435158 (as amended from time to time, the "Second RLH Assignment of Leases"); (v) that certain Collateral Assignment of Beneficial Interest dated September 30, 2007, from RLH to Lender, as successor in interest to Village Bank and Trust (the "RLH Assignment"); and (vi) certain other loan documents (the RLH Note, the RLH Mortgage, the RLH Assignment of Leases, the Second RLH Mortgage, the Second RLH Assignment of Leases, the RLH Assignment, the other documents evidencing, securing and guarantying the RLH Loan, in their original form and as amended, are sometimes collectively referred to herein as the "RLH Loan Documents") (the HDG Loan Documents, HDG Letter of Credit Loan Documents, HCH Loan Documents, and RLH Loan Documents are hereinafter collectively referred to as the "Loan Documents").

H. The HDG Letter of Credit Loan is further secured by a Guaranty dated July 28, 2008 from RLH to Lender (the "HDG Guaranty") and the HCH Loan is further secured by a Guaranty dated November 1, 2006 from RLH to Lender (the "HCH Guaranty") (the HDG Guaranty and HCH Guaranty are hereinafter individually and collectively referred to as the "Guaranty" or "Guaranties" as the context requires).

I. Borrower desires to amend the Loan Documents as follows:

- (a) Reduce the amount of the HDG Letter of Credit Loan from \$400,000.00 to \$100,000.00, extend the Maturity Date (as defined in the HDG Letter of Credit Agreement) of the HDG Letter of Credit Loan from October 15, 2008 to January 19, 2010, and require Lender's consent prior to any further construction, finishing or build-out work on the Plum Grove Penthouse Property;
- (b) Reduce the amount of the HCH Loan from \$3,400,000.00 to \$1,650,000.00, extend the Maturity Date (as defined in the HCH Note) of the HCH Loan from November 1, 2008 to August 1, 2009, revise the interest rate, require an assignment of the Sales Contract (hereinafter defined), require the establishment of an interest reserve from the remaining available funds, and

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cross collateralize the HCH Loan with the Hummel Personal Loan (hereinafter defined); and

- (c) Extend the Maturity Date (as defined in the RLH Note) of the RLH Loan from December 1, 2008 to September 1, 2009.

## 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 Dates.**

(a) The Maturity Date of the HDG Letter of Credit Note is extended to January 19, 2010. Any reference in the HDG Letter of Credit Note, the HDG Letter of Credit Agreement or any other HDG Letter of Credit Loan Document to the Maturity Date shall mean February 15, 2009.

(b) The Maturity Date of the HCH Note is extended to August 1, 2009. Any reference in the HCH Note, the HCH Loan Agreement or any other HCH Loan Document to the Maturity Date shall mean August 1, 2009.

(c) The Maturity Date of the RLH Note is extended to September 1, 2009. Any reference in the RLH Note or any other RLH Loan Document to the Maturity Date shall mean September 1, 2009.

2. **Interest Rate.** The interest rate of the HCH Note is hereby amended to be the greater of (i) the floating rate of interest per annum equal to the Index (as defined in the HCH Note) plus one and one-half percent (1.5%) and (ii) the fixed rate per annum of six percent (6%). Any reference in the HCH Note, the HCH Loan Agreement or any other HCH Loan Document to the interest rate shall mean the interest rate as amended hereby.

3. **Decrease in the amount of the HDG Letter of Credit Loan.** The HDG Letter of Credit Agreement and each of the HDG Letter of Credit Loan Documents are hereby modified such that any reference in the HDG Letter of Credit Agreement and each of the other HDG Letter of Credit Loan Documents to the amount of the HDG Letter of Credit Loan or the amount of \$400,000.00 (either in numbers or words, as the case may be) as the principal amount of the HDG Letter of Credit Loan or otherwise is hereby amended to be \$100,000.00 (either in numbers or words, as the case may be) as the maximum amount of the HDG Letter of Credit Loan, secured by each of the HDG Letter of Credit Loan Documents, such that each of said HDG Letter of Credit Loan Documents secure the full and prompt payment of the HDG Letter of Credit Note, and the full and prompt performance of all the terms, covenants and conditions relating to the HDG Letter of Credit Loan in this Agreement.



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4. **Decrease in the amount of the HCH Loan.** The HCH Loan Agreement and each of the HCH Loan Documents are hereby modified such that any reference in the HCH Loan Agreement and each of the other HCH Loan Documents to the amount of the HCH Loan or the amount of \$3,400,000.00 (either in numbers or words, as the case may be) as the principal amount of the HCH Loan or otherwise is hereby amended to be \$1,650,000.00 (either in numbers or words, as the case may be) as the maximum amount of the HCH Loan, secured by each of the HCH Loan Documents, such that each of said HCH Loan Documents secure the full and prompt payment of the HCH Note, and the full and prompt performance of all the terms, covenants and conditions relating to the HCH Loan in this Agreement.
5. **No Further Construction.** In consideration of Lender amending the HDG Letter of Credit Loan Borrower hereby agrees that Borrower shall not do or allow any further construction, finishing or build-out work on the Plum Grove Penthouse Property without obtaining the prior written consent of Lender.
6. **Interest Reserve Account.** Upon its execution of this Agreement, the full amount of remaining available funds from the HCH Loan, \$220,063.57, shall be deposited into a non-interest bearing account (the "Deposit Account") held by Lender for the purpose of paying interest due under (i) the HCH Loan, (ii) RLH Loan, (iii) that certain loan from Lender to Volo Ventures, L.L.C. ("Volo"), an affiliate of Borrower, in the principal amount of \$1,215,000.00 and known as Loan No. 787812501 as evidenced by that certain Promissory Note dated as of September 30, 2004 in the original principal amount of \$215,000.00 and amended and restated by that certain Promissory Note dated as of October 10, 2005 in the principal amount of \$1,215,000.00 (as further amended or restated from time to time, the "Volo Note"), and (iv) that certain loan from Lender to Volo in the principal amount of \$141,000.00 and known as Loan No. 787812502 as evidenced by that certain Promissory Note dated as of May 10, 2008 in the original principal amount of \$141,000.00 (as amended or restated from time to time, the "Volo Reserve Note"). Provided that Borrower is not in default under the terms of the Loan Documents, funds from the Deposit Account shall be disbursed to pay interest due under the HCH Note, RLH Note, Volo Note, and Volo Reserve Note. Borrower hereby directs and authorizes Lender to disburse interest to itself from the Deposit Account on the date interest is due under the terms of the HCH Note, RLH Note, Volo Note, and Volo Reserve Note, respectively. Borrower hereby pledges, assigns to and grants to Lender, as a secured party and a secured creditor under the Uniform Commercial Code as enacted in, and in effect from time to time in, the State of Illinois, a security interest in and to the Deposit Account, all assets held therein, all substitutions or replacements of the foregoing, all additions to, income, interest and dividends thereon and all proceeds thereof. Upon the occurrence of an Event of Default, the Lender may, in its sole and absolute discretion, use and apply any of the Deposit Account to cure such Event of Default, as a prepayment of the outstanding principal amount of any of the HCH Note, RLH Note, Volo Note, and/or Volo Reserve Note, or for the funding of accrued and unpaid interest on any of the HCH Note, RLH Note, Volo Note, and/or Volo Reserve Note.
7. **Collateral Assignment and Pledge Agreement.** Contemporaneous with the execution of this Agreement, HCH and RLH shall enter into a Collateral Assignment and Pledge Agreement in form and substance acceptable to Lender (the "Assignment and Pledge Agreement"), pursuant to which HCH and RLH shall assign that certain contract between Pathway Senior Living, LLC and RLH for the sale of the Midlothian Property (the "Sales

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Contract) as additional collateral security for the repayment of all obligations and liabilities under the HCH Loan and Hummel Personal Loan by virtue of the cross-collateralization provided for herein.

8. **Cross-Collateralization**. HCH and RLH each acknowledge and agree that upon completion of the modification of the HCH Loan as described herein, the HCH Loan and the HCH Loan Documents shall be cross-collateralized with that certain loan from Lender to RLH and his wife, Erika Hummel, in the amount of \$375,000.00 with a maturity date of July 25, 2009 (the "Hummel Personal Loan"), such that (i) all of the HCH Loan Documents (including, without limitation, the HCH Midlothian Mortgage and the HCH Gabriel Junior Mortgage) and all of the collateral described therein shall be deemed to secure the obligations and liabilities of the borrowers and guarantors that are parties to the Hummel Personal Loan (such borrowers hereinafter referred to as the "HCH Collateralized Borrowers") with respect to the Hummel Personal Loan; and (ii) the Hummel Personal Loan and all of the loan documents in connection therewith and the collateral described therein shall be deemed to secure the obligations and liabilities of HCH and RLH under and in connection with the HCH Loan, the HCH Loan Agreement and the HCH Loan Documents relating thereto. Accordingly, and notwithstanding anything else contained herein to the contrary, for all purposes, the "Indebtedness" under the HCH Midlothian Mortgage and the HCH Gabriel Mortgage shall be deemed to include any and all of the obligations of the Collateralized Borrowers arising under or relating in any way to any or all of the loan documents in connection with the Hummel Personal Loan, but the mortgage values given for each of the HCH Loan (as set forth in the HCH Note) and the Hummel Personal Loan shall not be increased or deemed greater in value as a result of this cross-collateralization, provided that the collateral secured thereby shall be and remain collateral for all of the cross-collateralized obligations under the HCH Loan and Hummel Personal Loan. Notwithstanding the foregoing, Lender agrees to release its mortgages on the Midlothian Property and Gabriel Property (i) upon payment in full of the HCH Loan or (ii) upon payment to Lender of 100% of the gross sales price of any Lender-approved sale of such property, less bona-fide customary third-party, non-affiliate, closing costs, not to exceed seven percent (7%) of such gross sales price.

9. **Representations and Warranties of Borrower**. Borrowers hereby represents and covenants and each of HDG, HCH and Guarantor hereby warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreements, the Mortgages and the other Loan Documents are true and correct as of the date hereof.

(b) Except for the maturity default and the payment default, there is currently no Event of Default (as defined in the Mortgages) under the Notes, the Mortgages or the other Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgages 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 each Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

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(d) There has been a material adverse change in the financial condition of the Borrower, Guarantor and other parties whose financial statement have been delivered to Lender in connection with the Loans from the date of the most recent financial statement received by Lender.

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

(f) Each Borrower 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 each Borrower. This Agreement has been duly executed and delivered on behalf of each Borrower.

10. **Title Policy.** As a condition precedent to the agreements contained herein, Borrowers shall, at their sole cost and expense, and delivered post-closing, cause Chicago Title Insurance Company to issue endorsements to the following title insurance policies (collectively, the "Title Policy"), as of the date this Agreement is recorded, each endorsement reflecting the recording of this Agreement and insuring the first priority of the lien of the respective Mortgage, subject only to the exceptions set forth in the respective Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender:

- (a) Policy No. 1409 0008446301 relating to the Plum Grove Penthouse Property;
- (b) Policy No. 1409 000727898 relating to the Midlothian Property;
- (c) Policy No. 1409 000728105 relating to the Gabriel Property; and
- (d) Policy No. 7237-75078519 relating to the Hillsboro Property.

11. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranties and agrees that each Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in each Guaranty are, as of the date hereof, true and correct and Guarantor knows of no default thereunder. Each Guaranty continues to be the valid and binding obligation of the Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranties.

12. **Additional Requirements.** The obligations of Lender to consent to this modification of the Loan Agreements, Notes, and other Loan Documents shall be subject to Borrowers, RLH, and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender (some of which may be waived by Lender for delivery post-closing):

- (a) This Amendment, executed by all parties;

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- (b) The Assignment and Pledge Agreement, executed by HCH and RLH;
- (c) Copy of the Sales Contract;
- (d) Certified copy of the Trust Agreement for the HCH Trust;
- (e) All documents required by Lender in order to establish the Deposit Account as required under Section 6 hereof, executed by Borrower;
- (f) Date down endorsements to the Title Policy as required under Section 10 hereof;
- (g) Resolutions of members of each Borrower with respect to this Agreement; and
- (h) Such other documents as Lender may reasonably require.

13. **Expenses.** As a condition precedent to the agreements contained herein, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

14. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Each Borrower, each Guarantor and Lender 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 venturer or partner of or in any way associated with any Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Each Borrower, each Guarantor 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 each Borrower, each Guarantor and Lender; and that



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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 "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Mortgages 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 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 Borrower's obligations under this Agreement.

12. **Trustee Exculpation.** This Agreement is executed by the HCH Trust, not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and any debt or obligation due and owing to any lender or other party is payable only out of the property specifically described in the mortgages and other and the other loan documents securing the payment of such obligations and liabilities, by the enforcement of the provisions contained in any such mortgage and other loan documents. No personal liability shall be asserted or be enforceable against Trustee its capacity as Trustee, because of, or in respect of the obligations and liabilities or the making, issue or transfer of such obligation and liabilities, all such liability with respect to said Trustee being expressly waived by each subsequent holder of such indebtedness and obligation, howsoever arising, made or evidenced. Notwithstanding the foregoing or any other limitations set forth in this Agreement or the other loan documents with respect to the Trustee, nothing contained herein shall modify, diminish, or discharge the personal liability of the any beneficiary of the HCH Trust, who shall remain personally obligated, if applicable, under all such obligations and liabilities and to perform all of the obligations duties as set forth in this Agreement and the loan documents. Each original and successive holder of the obligations and liabilities accepts same upon the express condition that no duty shall rest upon Trustee to sequester the rents, issues and profits arising from the property described in and mortgage or assignment, or the proceed arising from sale or other disposition hereof. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

*(Signature page to follow)*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWERS:**

HUMMEL DEVELOPMENT GROUP LLC, an Illinois limited liability company

By: ROBERT L. HUMMEL  
Name: Robert L Hummel  
Its: MANAGER

HUMMEL CUSTOM HOMES, L.L.C., an Illinois limited liability company

By: ROBERT L. HUMMEL  
Name: Robert L Hummel  
Its: MANAGER

Robert L Hummel  
Robert L. Hummel, individually

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## TRUST:

CHICAGO TITLE LAND TRUST COMPANY,  
AS SUCCESSOR TRUSTEE TO STATE BANK  
OF LAKE ZURICH, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED DECEMBER 4,  
1986 AND KNOWN AS TRUST NO. 86-0042

This Instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. 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 instrument.

By: Jane B. Zakrzewski  
Its: JANE B. ZAKRZEWSKI Trust Officer

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**GUARANTOR:**

Robert L. Hummel  
Robert L. Hummel, individually

**LENDER:**

MIDWEST BANK AND TRUST COMPANY

By: David A. Natzke  
Name: [Signature]  
Its: Senior Vice President

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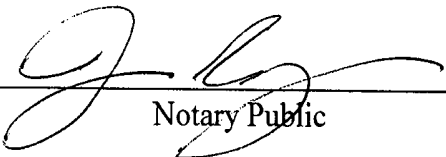


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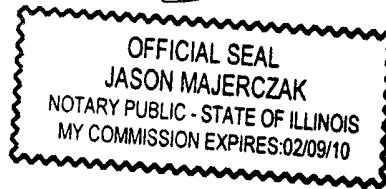
STATE OF ILLINOIS )  
 ) .SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Hummel, Manager of HUMMEL DEVELOPMENT GROUP LLC, 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 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 26 day of March, 2009.

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

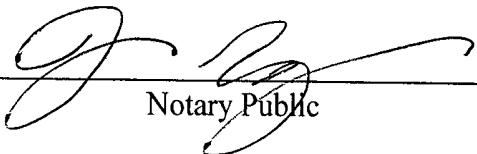
My Commission Expires: 2/09/10



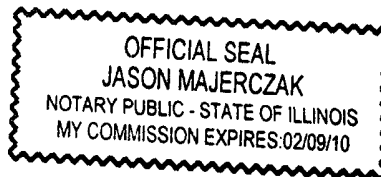
STATE OF ILLINOIS )  
 ) .SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Hummel, Manager of HUMMEL CUSTOM HOMES, L.L.C., 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 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 26 day of March, 2009.

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

My Commission Expires: 2/09/10

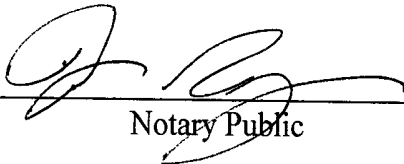


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STATE OF ILLINOIS     )  
  ) .SS  
COUNTY OF Cook     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT L. HUMMEL 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 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 26 day of March, 2009.

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

My Commission Expires: 2/09/10



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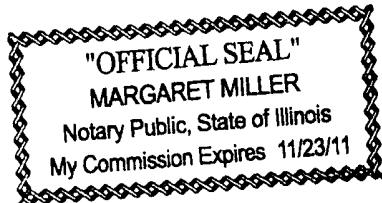
STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF \_\_\_\_\_ )

I Margaret Miller, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID NATZKE, Sr Vice President of MIDWEST BANK AND TRUST COMPANY, 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 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 26<sup>th</sup> day of March, 2009.

Margaret Miller  
Notary Public

My Commission Expires: 11/23/2011





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## EXHIBIT A-1

### PLUM GROVE PENTHOUSE PROPERTY

PARCEL 1: UNIT 803, IN PROVIDENCE OF PALATINE CONDOMINIUM, AS DELINEATED ON THE PLAT OF THE FOLLOWING DESCRIBED PROPERTY:

- (A) LOT 1 IN THE PROVIDENCE OF PALATINE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND
- (B) EASEMENT FOR AN UNDERGROUND PARKING GARAGE --- LYING WITHIN THE RIGHT OF WAY LINES OF WILSON STREET AND BOTHWELL STREET BETWEEN THE HORIZONTAL PLANES OF 751.00 FEET AND 736.00 FEET (USGS 1929 DATUM) GRANTED BY THE VILLAGE OF PALATINE IN INSTRUCTION RECORDED AS DOCUMENT NO. 0608631063

WHICH PLAT IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 27, 2006 AS DOCUMENT 0608631064 AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENTS 0610818005, 0612834013, 0626645058, 0618144068, 0622739001, 0624412061, 0628318120, 0635415154, 0709415073, 0710615115, 0835919020, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: RIGHTS AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 DESCRIBED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0608631064, AS AMENDED AS AFORESAID.

Address: 50 N. Plum Grove Road, Unit 803, Palatine, Illinois  
PIN: 02-15-424-010-0000

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## EXHIBIT A-2

### MIDLOTHIAN PROPERTY

THE NORTH 292.8 FEET OF THE SOUTH 556.0 FEET OF THAT PART OF LOT 4 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS STATE ROUTE 15, IN LAKE COUNTY, ILLINOIS.

Address: 23830 N. Midlothian Road, Lake Zurich, Illinois 60047

PIN: 14-16-100-012

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## EXHIBIT A-3

### GABRIEL PROPERTY

LOT 11 IN ARTHUR M. SALTZ'S WOODLANDS, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 9 AND PART OF THE NORTHWEST ¼ OF SECTION 16, AND PART OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1979 AS DOCUMENT 2010594 IN LAKE COUNTY, ILLINOIS.

Address: 24205 N. Gabriel Drive, Lake Zurich, Illinois 60047

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## EXHIBIT A-4

### HILLSBORO PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 1 WEST, TOWN OF UNION, VERNON COUNTY, WISCONSIN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 33, AS THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 10 SECONDS EAST, 1315.98 FEET ALONG THE NORTH LINE OF SAID FORTY TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 14 MINUTES 49 SECONDS EAST, 624.50 FEET ALONG THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS WEST, 1315.19 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THENCE NORTH 00 DEGREES 19 MINUTES 10 SECONDS WEST, 624.50 FEET TO THE POINT OF BEGINNING.

Address: 33-13N-01W, Hillsboro, Wisconsin 54634  
PIN: 62-34-721-0000