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This instrument prepared by and upon recording should be returned to:
Charter One, a division of RBS Citizens, N.A.
Shirley Montell
1215 Superior Avenue, 3rd Floor
Midwest C.L.O., OHS-360
Cleveland, Ohio 44114

Doc#: 0910656038 Fee: \$60.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 09:54 AM Pg: 1 of 12



SECOND MODIFICATION OF MORTGAGE AND LOAN DOCUMENTS

This MODIFICATION AGREEMENT entered into at Providence, Rhode Island, as of **February 26, 2009**, between OS Lemont Development Company LLC, a Michigan limited liability company, with an address of 2617 Beacon Hill Drive, Auburn Hills, Michigan 48057 (the "Borrower") and Charter One, a division of RBS Citizens, N.A., a national banking association with an address of One Citizens Plaza, Providence, Rhode Island 02903 (the "Bank"), successor to Charter One Bank N.A. ("The Predecessor Bank").

WHEREAS, the Bank has made a loan to the Borrower in the original principal amount of **\$7,577,000.00** (the "Loan");

WHEREAS, the Loan is evidenced by that certain Promissory Note A, dated **August 1, 2007** (as previously amended, modified or supplemented, the "Note A"), by the Borrower in favor of the Bank in the original principal amount of **\$7,577,000.00** which matures on **March 1, 2009** (the "Maturity Date");

WHEREAS, the Bank has made a loan to the Borrower in the original principal amount of **\$1,147,000.00** (the "Loan");

WHEREAS, the Loan is evidenced by that certain Promissory Note B, dated **August 1, 2007** (as previously amended, modified or supplemented, the "Note B"), by the Borrower in favor of the Bank in the original principal amount of **\$1,147,000.00** which matures on **March 1, 2009** (the "Maturity Date");

WHEREAS, the Bank has made a loan to the Borrower in the original principal amount of **\$517,500.00** (the "Loan");

WHEREAS, the Loan is evidenced by that certain Amended and Restated Promissory Note C, dated **August 18, 2008** (as previously amended, modified or supplemented, the "Note C"), by the Borrower in favor of the Bank in the original principal amount of **\$494,950.70** which matures on **March 1, 2009** (the "Maturity Date");

WHEREAS, the Bank has made a loan to the Borrower in the original principal amount of **\$2,233,000.00** (the "Loan");

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WHEREAS, the Loan is evidenced by that certain Amended and Restated Promissory Note D, dated **August 18, 2008** (as previously amended, modified or supplemented, the "Note D"), by the Borrower in favor of the Bank in the original principal amount of **\$2,148,000.00** which matures on **March 1, 2009** (the "Maturity Date");

WHEREAS, in connection with the Loan, Borrower entered into that certain Loan Agreement, dated **August 1, 2007** (as previously amended, modified or supplemented, the "Loan Agreement");

WHEREAS, as further security for the Loan, the Bank has been granted a Mortgage, dated **August 1, 2007** and recorded with the Recorder of Deeds in Cook County, Illinois, as amended on August 18, 2008, First Modification of Mortgage and Loan Documents recorded with the Recorder of Deeds in Cook County, Illinois, Document #0824229053, recorded on August 29, 2008 (as previously amended, modified or supplemented, the "Lemont Square Mortgage"), given by OS Lemont Development Company LLC and encumbering certain real property located as stated in Exhibit A, (the "Lemont Square Real Property");

WHEREAS, as further security for the Loan, Anthony F. Randazzo issued a guaranty, dated **August 1, 2007** (as previously amended, modified or supplemented, the "Anthony F. Randazzo Guaranty"), pursuant to which Anthony F. Randazzo guaranteed to the Bank the payment and performance of all of the Borrower's obligations with respect to the Loan and the other Loan Documents (as hereinafter defined);

WHEREAS, as further security for the Loan, Robert C. Nusbaum issued a guaranty, dated **August 18, 2008** (as previously amended, modified or supplemented, the "Robert C. Nusbaum Guaranty"), pursuant to which Robert C. Nusbaum guaranteed to the Bank the payment and performance of all of the Borrower's obligations with respect to the Loan and the other Loan Documents (as hereinafter defined);

WHEREAS, the Loan Agreement, the Lemont Square Mortgage, the Note and the Anthony F. Randazzo Guaranty and the Robert C. Nusbaum Guaranty and all other documents and instruments executed in connection with or relating to the Loan are referred to herein, collectively, as the "Loan Documents"; and the Lemont Square Real Property and all other collateral granted to the Bank to secure the Loan is referred to herein, collectively, as the "Collateral";

WHEREAS, the Bank is the successor in interest to The Predecessor Bank with respect to the Loan and the Loan Documents, is the owner and holder of the Loan and the Loan Documents and, as such, the Borrower is indebted to the Bank therefor and thereunder;

WHEREAS, the Borrower has requested and the Bank has agreed to extend the Maturity Date of the Loan;

WHEREAS, the Borrower and the Bank have agreed to modify the interest rate(s) applicable to the Loan;

WHEREAS, the Borrower and the Bank have agreed to add a Interest Rate Floor applicable to the Loan;

WHEREAS, the Borrower and the Bank have agreed to modify the Loan and the Loan Documents in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Borrower mutually agree as follows:

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1. MODIFICATION

1.1 Recitals and Representations Accurate. The above recitals are hereby made a part of this Agreement and the Borrower acknowledges and agrees that each of the recitals is true and correct.

1.2 Ratification. All of the terms, covenants, provisions, representations, warranties, and conditions of the Loan Documents, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

1.3 Collateral. The Borrower confirms and ratifies its continuing mortgage, pledge, assignment, and/or grant of security interest in and lien on the Collateral to and in favor of the Bank as set forth in the Loan Documents.

1.4 Maturity Date. The Bank hereby agrees to extend the Maturity Date of the Note to **June 1, 2009** (the "New Maturity Date"), on which New Maturity Date the Loan and all fees, costs, expenses and other amounts owing by the Borrower to the Bank shall be due and payable, in full, without further notice or demand. All references to the Maturity Date in the Loan Documents shall be modified accordingly. The Borrower hereby agrees to pay to the Bank all payments due prior to the New Maturity Date in accordance with the terms of the Note, as affected hereby, and that any failure to make any such payments in accordance with the terms of the Note shall be a default under this Agreement, the Note and each of the Loan Documents.

1.5 Floor Rate. Notwithstanding anything to the contrary in this Note, the interest rate on this Note is limited by a floor as follows: the minimum interest rate (i.e. floor) is **4.00%**

1.6 Interest Payments. The repayment of the Loan shall be modified as follows: All accrued and unpaid interest shall be payable monthly in arrears on the 1st of each month following the end of an Interest Period.

1.7 Interest Rate. The Borrower and the Bank agree that notwithstanding anything to the contrary in the Note as of the effective date of this Agreement, the outstanding principal balance of the Note, as modified hereby, shall bear interest at a per annum rate equal to **Three and One-Half Percent (3.50%)** above LIBOR Advantage Rate (as hereinafter defined).

1.8 LA Interest Period. LA Interest Period means with respect to any LIBOR Advantage Loan, the period commencing on (and including) the date of the Note (the "Start Date") and ending on the numerically corresponding date one month later, and thereafter each one month period ending on the day of such month that numerically corresponds to the Start Date. If an LA Interest Period is to end in a month for which there is no day which numerically corresponds to the Start Date, the LA Interest Period will end on the last day of such month. Notwithstanding the date of commencement of any LA Interest Period, interest shall only begin to accrue as of the date the initial LIBOR Advantage Loan is made hereunder.

1.9 Index. LIBOR Advantage Rate means relative to any LA Interest Period, the offered rate for delivery in two London Banking Days (as hereinafter defined) of deposits of U.S. Dollars for a term coextensive with the designated LA Interest Period which the British Bankers' Association fixes as its LIBOR rate as of 11:00 a.m. London time on the day on which the LA Interest Period commences, and for a period approximately equal to such LA Interest Period. If the first day of any LA Interest Period is not a day which is both a (i) Business Day (as hereinafter defined), and (ii) a day on which US dollar deposits are transacted in the London interbank market (a "London Banking Day"), the LIBOR Rate shall be determined in reference to the next preceding day which is both a Business Day and a London Banking Day. If for any reason the LIBOR Advantage Rate is unavailable and/or the Bank is unable to determine the LIBOR Advantage Rate for any LA Interest Period, the Bank may, at its discretion, either: (a) select a replacement index based on the arithmetic mean of the quotations, if any, of the interbank offered rate by first class banks in London or New York for deposits with comparable maturities or (b) accrue interest at a

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rate per annum equal to the Bank's Prime rate as of the first day of any LA Interest Period for which the LIBOR Advantage Rate is unavailable or cannot be determined. "Business Day" means, any day which is neither a Saturday nor Sunday nor a legal holiday on which commercial banks are authorized or required to be closed.

1.10 Representations and Warranties. The Borrower hereby represents and warrants to the Bank that:

- (a) The person executing this Agreement is duly authorized to do so and to bind the Borrower to the terms hereof;
- (b) Each of the Loan Documents is a valid and legal binding obligation of the Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind;
- (c) All financial statements delivered to the Bank were true, accurate and complete, in all material respects, as of the date of delivery to the Bank;
- (d) Since the date of the Loan Documents there has been no material adverse change in the condition, financial or otherwise, of the Borrower, except as disclosed to the Bank in writing;
- (e) There exists no action, suit, proceeding or investigation, at law or in equity, before any court, board, administrative body or other entity, pending or threatened, affecting the Borrower or its property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of the Borrower; and
- (f) There exists no event of default, or other circumstance that with the passage of time or giving of notice or both will become an event of default, under any of the Loan Documents.

1.11 Interest, Fees, Costs and Expenses. The Borrower shall, simultaneously with the execution of this Agreement, pay to the Bank all accrued interest owing on the Loan as of the date of this Agreement together with all fees, costs and expenses due and owing to the Bank by the Borrower under the Loan Documents.

2. MISCELLANEOUS

2.1 Set-Off. The Borrower hereby grants to the Bank a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or any Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

The term "Bank Affiliate" as used in this Note shall mean any "Affiliate" of the Bank or any lender acting as a participant under any loan arrangement between the Bank and the Borrower. The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of

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the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

2.2 Release of the Bank. The Borrower hereby confirms that as of the date hereof it has no claim, set-off, counterclaim, defense, or other cause of action against the Bank including, but not limited to, a defenses of usury, any claim or cause of action at common law, in equity, statutory or otherwise, in contract or in tort, for fraud, malfeasance, misrepresentation, financial loss, usury, deceptive trade practice, or any other loss, damage or liability of any kind, including, without limitation, any claim to exemplary or punitive damages arising out of any transaction between the Borrower and the Bank. To the extent that any such set-off, counterclaim, defense, or other cause of action may exist or might hereafter arise based on facts known or unknown that exist as of this date, such set-off, counterclaim, defense and other cause of action is hereby expressly and knowingly waived and released by the Borrower. The Borrower acknowledges that this release is part of the consideration to the Bank for the financial and other accommodations granted by the Bank in this Agreement.

2.3 Costs and Expenses. The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or any of the obligations owing by the Borrower to the Bank, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to, the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Loan.

2.4 Indemnification. The Borrower shall indemnify, defend and hold the Bank and the Bank Affiliates and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower or any guarantor or endorser of the obligations of the Borrower to the Bank, or any other person (as well as from attorneys' fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower, or any guarantor or endorser of the obligations of the Borrower to the Bank (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of the Bank. The within indemnification shall survive payment of the obligations of the Borrower to the Bank, and/or any termination, release or discharge executed by the Bank in favor of the Borrower.

2.5 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

2.7 Bank's Predecessor(s). All references in the Loan Documents to Bank and Charter One Bank N.A. shall hereafter mean Charter One, a division of RBS Citizens, N.A., its successors and assigns. The Bank's address, for all purposes, shall be as set forth in the first paragraph of this Agreement.

2.8 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

2.9 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until released in writing by the Bank. The Bank may transfer and assign this Agreement and deliver the

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Collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

2.10 Further Assurances. The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Agreement (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in the Collateral or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the execution of stock transfer orders and stock powers, endorsement of promissory notes and instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, the Borrower authorizes the Bank to file financing statements, continuation statements or amendments without the Borrower's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by the Bank on behalf of the Borrower, if necessary, and may be filed at any time in any jurisdiction. The Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the Illinois Uniform Commercial Code, 810 ILCS 5/1-101 et seq. as amended from time to time (the "Code") for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower. The Borrower agrees to furnish any such information to the Bank promptly upon request. In addition, the Borrower shall at any time and from time to time take such steps as the Bank may reasonably request for the Bank (i) to obtain an acknowledgment, in form and substance satisfactory to the Bank, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Bank, (ii) to obtain "control" (as defined in the Code) of any Collateral comprised of deposit accounts, electronic chattel paper, letter of credit rights or investment property, with any agreements establishing control to be in form and substance satisfactory to Bank, and (iii) otherwise to insure the continued perfection and priority of the Bank's security interest in any of the Collateral and the preservation of its rights therein. The Borrower hereby constitutes the Bank its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all obligations of the Borrower to the Bank are irrevocably paid in full and the Collateral is released.

2.11 Amendments and Waivers. This Agreement may be amended and the Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Borrower shall obtain the Bank's prior written consent to each such amendment, action or omission to act. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of the Bank on any future occasion.

2.12 Terms of Agreement. This Agreement shall continue in force and effect so long as any obligation of the Borrower to Bank shall be outstanding and is supplementary to each and every other agreement between the Borrower and Bank and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between the Borrower and the Bank be construed to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

2.13 Notices. Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Agreement or as any party may from time to time designate by written notice to the other party.

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2.14 **Illinois Law.** This Agreement has been executed or completed and is to be performed in Illinois, and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the laws of Illinois.

2.15 **Reproductions.** This Agreement and all documents which have been or may be hereinafter furnished by Borrower to the Bank may be reproduced by the Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

2.16 **Venue.** Borrower irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Illinois over any suit, action or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower irrevocably appoints the Secretary of State of the State of Illinois as its authorized agent to accept and acknowledge on its behalf any and all process which may be served in any such suit, action or proceeding, consents to such process being served (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Borrower's address shown above or as notified to the Bank and (ii) by serving the same upon such agent, and agrees that such service shall in every respect be deemed effective service upon Borrower.

2.17 **JURY WAIVER. BORROWER AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE BORROWER CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**

Executed on this day February 26, 2009.

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Borrower:

OS Lemont Development Company, LLC an Illinois limited liability company

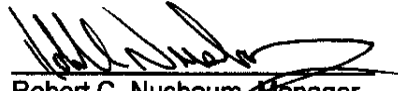
By: ACR, LLC a Michigan limited liability company, its Manager

By: Trillium Companies, Inc., a Michigan corporation, its Manager

By: 
Anthony F. Randazzo, President

And

By: Nusbaum Ventures-Lemont LLC, a Michigan limited liability company, its Manager

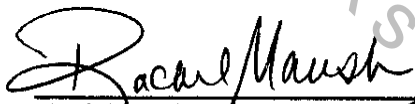
By: 
Robert C. Nusbaum, Manager

Property of Cook County

STATE OF ILLINOIS
COUNTY OF _____, SS.


The foregoing instrument was acknowledged before me this 27th day of February, 2009 by Anthony F. Randazzo, President of OS Lemont Development Company LLC, an Illinois Limited Liability Company and Robert C. Nusbaum, Manager of Nusbaum Ventures-Lemont LLC, a Michigan limited liability company, its Manager.

RACHEL MARESH
Notary Public, State of Michigan
County of Oakland
My Commission Expires Feb. 11, 2013
Acting in the County of Oakland


NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-11-2013
Rachel Marsh
TYPE OR PRINT NAME

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Accepted: Charter One, a division of RBS Citizens, N.A.

By: 

Name: Kurt Kuyawa

Title: Senior Vice President

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned guarantor(s) hereby irrevocably and unconditionally acknowledge and confirm to the Bank that the guaranty of the obligations of the Borrower including without limitation respecting the Note continues in full force and effect and is a valid and binding obligation of the undersigned guarantor(s) in accordance with its terms, that no defenses, offsets, claims, counterclaims exist with respect to such guaranty(s), and that each such guaranty is enforceable in accordance with its terms, and guarantees and shall continue to guarantee in accordance with its terms the performance of all amounts guaranteed thereby including without limitation in addition to all other liabilities and obligations guaranteed thereby, all liabilities and obligations of the Borrower to the Bank respecting the Note and the other Loan Documents as affected hereby.

Executed on this day February 26, 2009.

Guarantor:



Anthony F. Randazzo, individually



Robert C. Nusbaum, individually

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Exhibit A

PARCEL 1: (22-32-200-034)

THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE WEST 50.29 METERS (165 FEET) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (22-29-309-011)

LOT 3 IN LEMONT HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 372.5 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1949 AS DOCUMENT NUMBER 1513964, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (22-32-200-048)

LOT 2 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: (22-32-200-018)

THE SOUTH 123.72 FEET OF THE WEST 208.70 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: (Part 22-32-200-008)

PARCEL 1: THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6: (Part 22-32-200-008)

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: (22-32-200-029)

THE SOUTH 100 FEET OF THE WEST 225 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1237, 1243 and 1251 State Street
1217 State Street
1543 127th Street
15645 W. State Street,
Lemont, IL

P.I.N.: 22-32-200-034
22-29-309-011
22-32-200-048
22-32-200-018
22-32-200-008
22-32-200-029