



Doc#: 0926841040 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2009 02:27 PM Pg: 1 of 16

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:
Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

MTC 2078191 *[Signature]* 1/2

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 1st day of August, 2009, by and among **Forest Preserve Plaza L.L.C.**, an Illinois limited liability company ("Borrower"), **Robert L. Kozonis, JoAnn Kozonis** (Robert L. Kozonis and JoAnn Kozonis are each a "Guarantor", and are collectively, the "Guarantors"), **Poplar Creek Properties, L.L.C.**, an Illinois limited liability company ("Poplar") (Borrower, Guarantors and Poplar are hereinafter each sometimes individually referred to as an "Obligor" and are collectively referred to as the "Obligors"), and **First Eagle Bank**, formerly known as First Eagle National Bank ("Lender").

WITNESSETH:

[Handwritten signature]

WHEREAS, on July 31, 2008 Lender made a loan to Borrower in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) (as assumed, modified, restated, divided, consolidated or replaced from time to time, the "Loan"), as evidenced by that certain mortgage note dated July 31, 2008 in the original principal sum of Two Million and 00/100 Dollars (\$2,000,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage and security agreement dated as of July 31, 2008 made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0909712055 (the "Mortgage") on property commonly known as 7305-7331 W. Irving Park Road, Chicago, 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 July 31, 2008 made by Borrower in favor of Lender, encumbering the Premises, recorded in the Recorder's Office, as Document No. 0909712056 (the "Assignment of Rents");
- (iii) environmental indemnity agreement dated as of July 31, 2008, with regard to the Premises, made by Borrower and Guarantors in favor of Lender;

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- (iv) junior mortgage and security agreement dated as of July 31, 2008 made by Poplar in favor of Lender, recorded in the Recorder's Office as Document No. 0909712057, on property commonly known as lots 3 vacant lots in Hoffman Estates, Illinois (the real property and the improvements being herein together called the "Poplar Premises"), and legally described on **Exhibit "B"** attached hereto (the "Poplar Mortgage");
- (v) junior assignment of rents and of lessor's interest in leases dated as of July 31, 2008 made by Poplar in favor of Lender, encumbering the Poplar Premises, recorded in the Recorder's Office, as Document No. 0909712058;
- (vi) environmental indemnity agreement dated as of July 31, 2008, with regard to the Poplar Premises, made by Poplar and Guarantors in favor of Lender; and
- (vii) guaranty dated as of July 31, 2008 made by Guarantors in favor of Lender (the "Guaranty").

WHEREAS, Obligors have requested that Lender (i) extend the maturity date of the Note to April 1, 2013, (ii) modify the interest rate charged on the Note to be a fixed rate per annum equal to six and one-half percent (6.5%), and (iii) make certain other changes thereto, and Lender is willing to consent to such changes, provided that all loans extended by Lender to any of Borrower, Forest and/or any Guarantor be cross-defaulted and cross-collateralized, and 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 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 are no existing mortgages or other liens not in favor of Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. Concurrent with the execution of this Modification Agreement, Guarantors shall execute and deliver, or cause to be executed and delivered, to Lender a mortgage, security agreement and assignment of rents and leases encumbering the property commonly known as 17 Overbrook, South Barrington, Illinois, and legally described on **Exhibit "C"** attached hereto (the "Overbrook Premises") to evidence and secure the Loan (the "Overbrook Mortgage").
3. As of August 1, 2009, the outstanding principal balance of the Note is \$2,000,000.00. Effective as of August 1, 2009, the Note is hereby modified as follows:
 - a. The phrase "August 1, 2009 (the "Maturity Date")" as it appears in the first paragraph on page 1 is deleted and replaced with the phrase "April 1, 2013 (the "Maturity Date")".
 - b. The second paragraph on page 1 is hereby amended and restated in its entirety to read as follows:

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“Accrued interest shall be payable monthly commencing on September 1, 2008, and continuing on the same day of each month thereafter to and including September 1, 2009; followed by monthly installments of principal and interest in the amount of \$15,023.24 commencing on October 1, 2009, and continuing on the same day of each and every month thereafter to and including March 1, 2013; followed by a final payment of principal, interest, and all other sums due and owing pursuant hereto and to the Mortgage and all other documents executed and delivered to secure the principal amount hereof, on the Maturity Date. After the Maturity Date, whether by acceleration or otherwise, interest shall accrue on the balance of principal remaining from time to time outstanding at the rate of twelve percent (12%) per annum (the “Default Rate”).”

c. The list of loan documents securing the Note is hereby modified to add thereto the following: (i) junior mortgage and security agreement dated as of December 18, 2001 made by LaSalle Bank National Association, as successor trustee to Comerica Bank-Illinois, not personally, but as Trustee under Trust Agreement dated June 10, 1993 and known as Trust No. 11806 (“Trust 11806”), and assumed by Poplar, in favor of Lender encumbering the Poplar Premises, (ii) a junior assignment of rents and of lessor’s interest in leases dated as of December 18, 2001 made by Trust 11806 and Poplar, and assumed by Poplar, in favor of Lender encumbering the Poplar Premises, (iii) first mortgage and security agreement dated as of March 4, 2007 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 (“Trust 1103890”), and assumed by Borrower, in favor of Lender encumbering the Premises, (iv) assignment of rents and of lessor’s interest in leases dated as of December 18, 2001 made by Trust 1103890, and assumed by Borrower, in favor of Lender encumbering the Premises, (v) mortgage dated as of May 19, 2008 made by Borrower in favor of Lender encumbering the Premises, (vi) assignment of rents dated as of May 19, 2008 made by Borrower in favor of Lender encumbering the Premises, and (vii) mortgage dated as of February 27, 2009 made by Robert L. Kozonis and Jo Ann Kozonis in favor of Lender encumbering the Overbrook Premises.

d. The paragraph on page 2 of the Note which commences “Provided that no Event of Default...” is hereby amended and restated in its entirety to read as follows:

“Provided that no Event of Default (as hereinafter defined) then exists, Borrower may prepay the principal of this Note in whole, or in part, upon thirty (30) days prior written notice to the Lender or subsequent holder hereof, without penalty.”

e. The enumerated “Event of Default” paragraph “H” as it appears on page 7 of the Note is hereby amended and restated in its entirety to read as follows:

“H. The occurrence of any default under any other note, guaranty or other instrument now or hereafter existing made by Borrower, Poplar, Guarantors or any other guarantor hereof in favor of Lender, after expiration of any applicable cure or grace period, including, without limitation, the Poplar Mortgage or under any of the following notes (as amended, restated or

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replaced from time to time, the “Additional Notes”) or any of the loan documents evidencing and/or securing such Additional Notes: (a) that certain amended and restated mortgage note dated as of August 31, 2005 made by Poplar in favor of Lender in the original principal amount of \$1,100,000.00, as modified, restated or replaced from time to time, (b) that certain promissory note dated as of May 19, 2008 made by Poplar in favor of Lender in the original principal amount of \$1,100,000.00, as modified, restated or replaced from time to time, (c) that certain mortgage note dated as of March 4, 2003 made by Trust 1103890, and assumed by Borrower, in favor of Lender in the original principal amount of \$1,720,000.00, as modified, restated or replaced from time to time, and (d) that certain promissory note dated as of February 27, 2007 made by Guarantors in favor of Lender in the original principal amount of \$500,000.00, as modified, restated or replaced from time to time.”

f. The following paragraph is hereby added to the Note:

“Any forbearance by Lender in exercising any right or remedy under this Note or any of the other Loan Documents, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender’s right to require prompt payment when due of all other payments; or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower’s obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.”

4. The Mortgage is hereby modified as follows:

a. The first “Whereas” paragraph on page 1 is hereby amended and restated in its entirety to read as follows:

“**WHEREAS**, the following notes have been executed and delivered to the Mortgagee (each, as modified, restated or replaced from time to time, are hereinafter individually referred to as a “Note” and collectively referred to as the “Notes”): (a) Borrower has executed and delivered to the Mortgagee that certain Mortgage Note dated July 31, 2008, payable to the order of Mortgagee, in the principal sum of Two Million and 00/100 Dollars (\$2,000,000.00) bearing interest at the fixed rate specified therein, due in the manner as provided therein and in any event on April 1, 2013 (as modified, restated or replaced from time to time, herein called the “2008 Forest Note”), the terms and provisions of which 2008 Forest Note are incorporated herein and made a part hereof by reference with the same effect as if set forth at length, (b) Poplar Creek Properties, L.L.C., an Illinois limited liability company (“Poplar”), has executed and delivered to Mortgagee that certain Amended and Restated Mortgage Note dated August 31, 2005, payable to the

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order of Mortgagee, in the principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) bearing interest at the fixed rate specified therein, due in the manner as provided therein and in any event on April 1, 2013 (as modified, restated or replaced from time to time, herein called the "Poplar 2005 Term Note"), the terms and provisions of which 2005 Poplar Term Note are incorporated herein and made a part hereof by reference with the same effect as if set forth at length, (c) Poplar has executed and delivered to Mortgagee that certain Promissory Note dated May 19, 2008, payable to the order of Mortgagee, in the principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) bearing interest at the fixed rate specified therein, due in the manner provided therein and in any event on April 1, 2013 (as modified, restated or replaced from time to time, herein called the "Poplar 2008 Term Note"), the terms and provisions of which Poplar 2008 Term Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length, (d) The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890, as assumed by Forest, has executed and delivered to Mortgagee that certain Mortgage Note dated March 4, 2003, payable to the order of Mortgagee, in the original principal sum of One Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$1,720,000.00) bearing interest at the fixed rate specified therein, due in the manner provided therein and in any event on April 1, 2013 (as assumed, modified, restated or replaced from time to time, the "2003 Forest Note"), the terms and provisions of which 2003 Forest Note are incorporated herein and made a part hereof by reference with the same effect as if set forth at length, and (e) Robert L. Kozonis and JoAnn Kozonis have executed and delivered to Mortgagee that certain Promissory Note dated February 27, 2009 in the original principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) bearing interest at the fixed rate specified therein, due in the manner provided therein and in any event on March 15, 2014 (as modified, restated or replaced from time to time the "Kozonis Note"), the terms and provisions of which Kozonis are incorporated herein and made a part hereof by reference with the same effect as if set forth at length."

- b. The following paragraph is hereby added as new paragraph 43 of the Mortgage:

43. Related Party Loans. Anything contained in this Mortgage or Assignment to the contrary notwithstanding, this Mortgage and Assignment also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Mortgagee by the Mortgagor and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (a) the Note, (b) the Indebtedness Hereby Secured, and (c) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by the Mortgagor or any Related Party to Mortgagee, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or

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unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under this Mortgage, the Assignment, or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (w) Mortgagor, (x) each beneficiary of Mortgagor, if Mortgagor is a land trust, (y) the maker of the Note, if other than Mortgagor, and if more than one maker, each co-borrower or co-maker of the Note, other than Mortgagor, and (z) each guarantor of the Note."

- c. The following paragraph is hereby added as new paragraph 44 of the Mortgage:

"44. **Release.** Provided that no Default or Event of Default then exists under the (a) Notes, this Mortgage or any of the Loan Documents, Mortgagee will issue a release of the lien of this Mortgage and all other Loan Documents encumbering the Premises upon the payment to Mortgagee in the amount of an additional One Million and 00/100 Dollars (\$1,000,000.00) above the amount required to pay off both the 2003 Forest Note and the 2008 Forest Note. The application of the additional payoff funds shall be applied by Mortgagee to whichever other loan or loans of Mortgagor or any affiliate of Mortgagor as Mortgagee shall direct."

5. The first "Whereas" paragraph on page 1 of the Assignment is hereby amended and restated in its entirety to read as follows:

"**WHEREAS**, the following mortgage notes (each, as assumed, modified, restated and/or replaced from time to time, hereinafter individually and collectively referred to as a "Note") have been executed and delivered to FIRST EAGLE BANK (hereinafter referred to as "Assignee"): (a) a mortgage note dated as of July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (as assumed, modified, restated or replaced from time to time, the "First Note") made by Assignor and payable to Assignee, (b) an amended and restated mortgage note dated August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as assumed, modified, restated or replaced from time to time, the "Second Note") made by Poplar Creek Properties, L.L.C., an Illinois limited liability company ("Poplar"), and payable to Assignee; (c) a promissory note dated May 19, 2008 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as assumed, modified, restated or replaced from time to time, the "Second Note") made by Poplar and payable to Assignee; (d) mortgage note dated March 4, 2003 in the original principal amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,720,000.00), made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890, as assumed by Forest, and payable to the order of Assignee; and (e) a promissory note dated February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, and payable to the order of Assignee; and".

6. The Poplar Mortgage is hereby modified by adding the following paragraph as new paragraph 43:

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“43. **Related Party Loans.** Anything contained in this Mortgage or Assignment to the contrary notwithstanding, this Mortgage and Assignment also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Mortgagee by the Mortgagor and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (a) the Note, (b) the Indebtedness Hereby Secured, and (c) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by the Mortgagor or any Related Party to Mortgagee, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under this Mortgage, the Assignment, or any other document or instrument. For purposes of this paragraph, “Related Party” shall mean (w) Mortgagor, (x) each beneficiary of Mortgagor, if Mortgagor is a land trust, (y) the maker of the Note, if other than Mortgagor, and if more than one maker, each co-borrower or co-maker of the Note, other than Mortgagor, and (z) each guarantor of the Note.”

7. Each Guarantor hereby agrees that any and all debts, liabilities and obligations now or hereafter arising and owing to such Guarantors by the Borrower, Poplar, or any other party liable to Lender in connection with the Loan, are hereby subordinated to the Lender's claims for repayment of the Obligations (as such term is defined in the Guaranty) and Guarantor's obligations under the Guaranty.

8. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified.

9. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan evidenced by the Note 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 Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note 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.

10. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$1,000.00, 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, 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 Note).

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11. 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 Note, the Mortgage and/or the other Loan Documents, 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.

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

13. Each Obligor hereby ratifies and confirms his, her or its respective obligations and liabilities under the Note, 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 Note, 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.

14. 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 principles), including all matters of construction, validity and performance.

15. 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.

16. 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.

17. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION

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

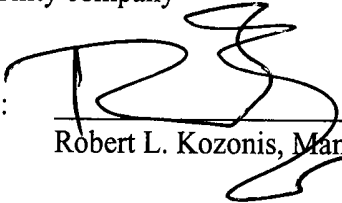
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS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


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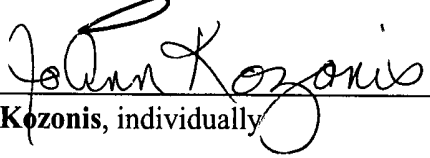
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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

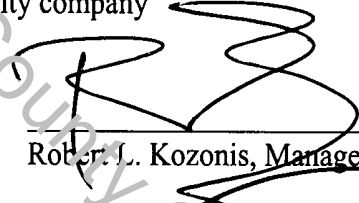
Forest Preserve Plaza L.L.C., an Illinois limited liability company

By: 
Robert L. Kozonis, Manager


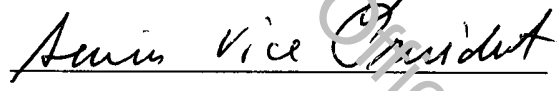

Robert L. Kozonis, individually


JoAnn Kozonis, individually

Poplar Creek Properties, L.L.C., an Illinois limited liability company

By: 
Robert J. Kozonis, Manager

First Eagle Bank

By: 
Its: 
Amin Vice President

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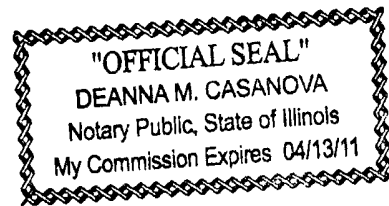
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, personally known to me to be a manager of **Forest Preserve Plaza 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 8 day of September, 2009.

Deanna M. Casanova
Notary Public

My Commission Expires: 04/13/11



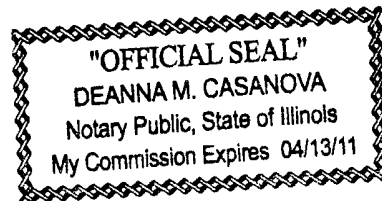
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO **HEREBY CERTIFY** that **Robert L. Kozonis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 8 day of September, 2009.

Deanna M. Casanova
Notary Public

My Commission Expires: 04/13/2011



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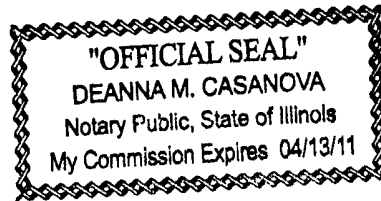
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **JoAnn Kozonis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 8 day of September, 2009.

Deanna M. Casanova
Notary Public

My Commission Expires: 04/13/11



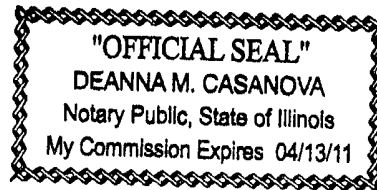
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, personally known to me to be a manager of **Poplar Creek Properties, 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 8 day of September, 2009.

Deanna M. Casanova
Notary Public

My Commission Expires: 04/13/11



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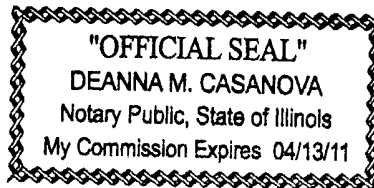
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth Petropoulos, of **First Eagle Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of September, 2009.

Deanna M. Casanova
Notary Public

My Commission Expires: 04/13/11



UNOFFICIAL COPY

EXHIBIT "A"

PREMISES

PINS: 12-24-204-022
12-24-204-024

ADDRESS: 7305-31 West Irving Park Road, Chicago, Illinois

LOTS 1 TO 8 (BOTH INCLUSIVE) AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY SOUTH AND ADJOINING THE LAND IN BLOCK 1 IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, STATE OF ILLINOIS FOR HIGHWAY PURPOSES;

ALSO

LOT 18, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SOUTHWESTERLY CORNER OF SAID LOT 18, A DISTANCE OF 18.12 FEET; THENCE CONTINUING ALONG A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.72 FEET, TO A POINT IN THE NORTH LINE OF SAID LOT 18, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF SAID LOT 18, A DISTANCE OF 21.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 81.70 FEET TO A POINT OF BEGINNING AND THAT PART OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND IN BLOCK 1, IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT "B"

POPLAR PREMISES

PIN: 07-07-400-061
07-07-400-062
07-07-400-063

ADDRESS: 3 vacant lots in Hoffman Estates, IL

LOTS 2, 3 AND 4, IN POPLAR CREEK OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1993 AS DOCUMENT 93747914, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT "C"

OVERBROOK PREMISES

PIN: 01-26-104-007

ADDRESS: 17 Overbrook, South Barrington, Illinois 60010

LOT 25 IN SUNSET RIDGE FARMS, UNIT NUMBER 6, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1977 AS DOCUMENT NUMBER 24139647 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office