



Doc#: 0935649017 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2009 01:34 PM Pg: 1 of 23

Prepared by and after recording return to:

Venu V. Talanki
Vedder Price P.C.
222 North LaSalle Street, Suite 2400
Chicago, Illinois 60601-1003

OMNIBUS REAFFIRMATION OF LOAN DOCUMENTS

THIS OMNIBUS REAFFIRMATION OF LOAN DOCUMENTS (this "Agreement"), dated as of December 22, 2009, is made by BUSINESS BROKERS, INC., an Illinois corporation ("Business Brokers"), SAFA ENTERPRISES, INC., an Illinois corporation ("Safa"), SAFI, INC., an Illinois corporation ("Safi"), YELLOW MANAGEMENT, INC., an Illinois corporation ("Yellow Management"), MY MANAGEMENT, INC., an Illinois corporation ("MY Management"), LAKHA MANAGEMENT, INC., an Illinois corporation ("Lakha Management"), MAHMOOD LAKHA, an individual ("Lakha"), MIDWEST BANK AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 25, 2003, AND KNOWN AS TRUST NO. 03-1-8151 ("Trust No. 03-1-8151"), and MIDWEST BANK AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 7, 2000, AND KNOWN AS TRUST NO. 00-3-7785 ("Trust No. 00-3-7785"), and together with Business Brokers, Safa, Safi, Yellow Management, MY Management, Lakha Management, Lakha and Trust No. 03-1-8151, collectively referred to herein as "Loan Parties" and individually each referred to herein as a "Loan Party", to and for the benefit of MIDWEST BANK AND TRUST COMPANY (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, Mohammad Noor Yaqoob, an individual ("Borrower"), and Lender have entered into that certain Business Loan Agreement dated as of October 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender agreed, subject to the terms and conditions thereof, to make loans (collectively, the "Loans") available to Borrower.

WHEREAS, in connection with the Loan Agreement, Borrower has entered into in favor of Lender that certain Replacement Revolving Credit Note dated as of October 2, 2008 in the original principal amount of \$1,250,000 (as amended, restated, supplemented or otherwise modified from time to time, the "Note").

WHEREAS, in connection with the Loan Agreement, Loan Parties have entered into various documents, instruments, agreements and certificates with or in favor of Lender,

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including, without limitation, the documents, instruments and agreements listed on Exhibit A attached hereto and the mortgages and assignments of rent encumbering the real properties described on Exhibits B through G attached hereto (in each case as amended, restated, supplemented or otherwise modified from time to time, collectively referred to herein as the "Loan Documents").

WHEREAS, Borrower has requested that Lender enter into that certain Second Amendment to Business Loan Agreement dated as of even date herewith between Borrower and Lender (the "Second Amendment"), pursuant to which, among other things, the maturity date of the Loans is being extended to October 1, 2010.

WHEREAS, Lender is unwilling to execute the Second Amendment unless, among other things, Loan Parties reaffirm the Loan Documents.

WHEREAS, Loan Parties shall derive direct and indirect benefits from the continued credit accommodations to Borrower under the Loan Agreement, and Loan Parties desire to reaffirm the Loan Documents in accordance with the terms hereof in order to induce Lender to execute and deliver the Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of inducing Lender to execute and deliver the Second Amendment, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Loan Parties hereby agree as follows:

1. Each Loan Party acknowledges that it or he has received a copy of the Second Amendment.
2. Each Loan Party acknowledges and agrees that such Loan Party is not released from any of its or his obligations under the Loan Documents by reason of the Second Amendment and that the obligations of such Loan Party under the Loan Documents extend to the Loan Agreement, as amended by the Second Amendment. Each of the Loan Documents remains in full force and effect, and each Loan Party hereby ratifies and affirms all of its or his obligations under the Loan Documents, as set forth in the Loan Documents. Without limiting the generality of the Loan Documents, each Loan Party hereby expressly acknowledges and agrees that all of the Loan Documents (and all collateral, security interests, liens, pledges and mortgages granted thereunder) secure the payment and performance of all Secured Obligations (as defined below), all of which security interests, liens, pledges, and mortgages are hereby ratified, reaffirmed, confirmed and approved. "Secured Obligations" means any and all indebtedness, liabilities and obligations of Borrower and Loan Parties to Lender of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise (including, without limitation, obligations of performance), whether several, joint or joint and several, and whether arising or existing under written or oral agreement or by operation of law, including, without limitation, any and all indebtedness, liabilities and obligations of Borrower to Lender arising under or in connection with the Loan Agreement and the Note.

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3. Each Loan Party represents and warrants to Lender that:
- (a) This Agreement constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms subject, as to enforcement only, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of the rights of creditors generally;
 - (b) Each of the representations and warranties of such Loan Party in the Loan Documents are true and correct on and as of the date hereof, as though made on and as of such date (except to the extent any representation and warranty relates solely to an earlier date in which case any such representation and warranty is true and correct as of such earlier date);
 - (c) As of the date hereof, there are no defenses, setoffs, claims or counterclaims that could be asserted by such Loan Party against Lender arising from or in connection with any of the Loan Documents.
4. This Agreement shall not be construed, by implication or otherwise, as imposing any requirement that Lender notify or seek the consent of any Loan Party, individually or collectively, relative to any past or future extension of credit, or amendment, restatement, modification, supplement, extension or other action with respect to the Loan Agreement, it being expressly acknowledged and reaffirmed that each Loan Party has under the Loan Documents consented, among others things, to amendments, restatements, modifications, supplements, extensions and other actions with respect to the Loan Agreement without any notice thereof or further consent thereto.
5. The Exhibits attached hereto are incorporated herein by reference and made a part hereof. This Agreement shall be deemed to be made a part of the Loan Documents. This Agreement may be executed in counterparts and said counterparts when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or by ".PDF" shall be equally as effective as delivery of an original executed counterpart of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions.
7. Each Loan Party acknowledges that it or he was advised by Lender to seek the advice of legal counsel in negotiating and reviewing this Agreement, and further acknowledges that it or he had the opportunity to obtain the advice of legal counsel.

[SIGNATURE PAGES FOLLOW]

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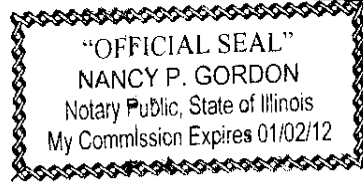
Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

LAKHA MANAGEMENT, INC., an Illinois corporation

By: [Signature]
Name: MAHMOOD LAKHA
Title: PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mahmood Lakha, President of Lakha Management, Inc., an Illinois corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of Dec., 2009.

[Signature]
Notary Public

OFFICE OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

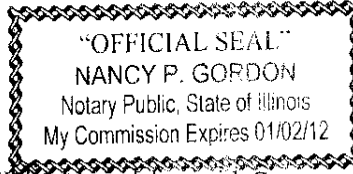
Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:



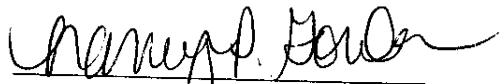
MAHMOOD LAKHA

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I, Nancy Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mahmood Lakha, 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 10th day of Dec., 2009.



Notary Public

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Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

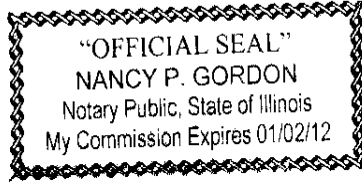
SAFA ENTERPRISES, INC., an Illinois corporation

By:

Name: Mohammad Yaqoob

Title: owner

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, Sole Owner of Safa Enterprises, Inc., an Illinois corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

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Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

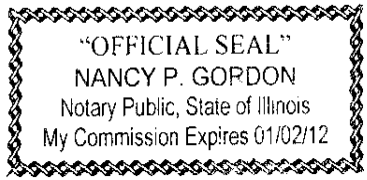
SAFI, INC, an Illinois corporation

By: [Signature]

Name: Mohammad Yaqoob

Title: Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, sole owner of Safi, Inc., an Illinois corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

Nancy P. Gordon
Notary Public

UNOFFICIAL COPY

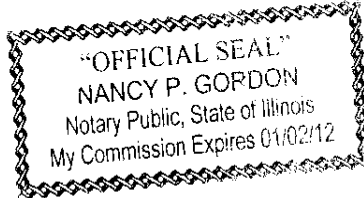
Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

YELLOW MANAGEMENT, INC., an Illinois corporation

By: [Signature]
Name: Mohammed Yagoub
Title: Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yagoub, Sole owner of Yellow Management, Inc., an Illinois corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

[Signature]
Notary Public

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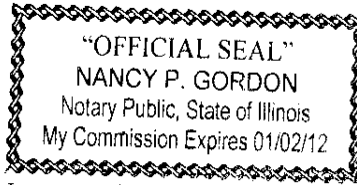
Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

MY MANAGEMENT, INC., an Illinois corporation

By: [Signature]
Name: Mohammad Yaqoob
Title: Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, sole owner of MY Management, Inc., an Illinois corporation, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

Nancy P. Gordon
Notary Public

Notary Public, Cook County Clerk's Office

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Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

**MIDWEST BANK AND TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 25, 2003, AND KNOWN AS
TRUST NO. 03-1-8151**

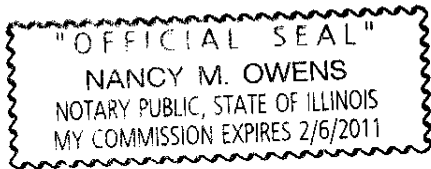
By: *Rosanne M. Dupass*
Name: ROSANNE M. DUPASS
Title: Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

**SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.**

I *the undersigned* a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Rosanne M. Dupass, Trust Officer* of Midwest Bank and Trust Company, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this *11th* day of *December*, 2009.



Nancy Owens
Notary Public

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Signature Page to Omnibus Reaffirmation of Loan Documents

LOAN PARTY:

**MIDWEST BANK AND TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 7, 2000, AND KNOWN
AS TRUST NO. 00-3-7785**

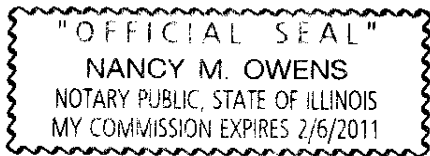
By: *Rosanne M. DuPass*
Name: ROSANNE M. DUPASS
Title: Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

**SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF**

I the undersigned, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Rosanne M. DuPass, Trust Officer
of Midwest Bank and Trust Company, 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/she signed and delivered said instrument as his/her own free and voluntary
act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December, 2009.



Nancy Owens
Notary Public

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Signature Page to Omnibus Reaffirmation of Loan Documents

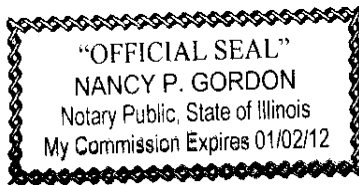
ACKNOWLEDGED AND ACCEPTED:

LENDER:

MIDWEST BANK & TRUST COMPANY

By: [Signature]
Name: Praveen Chathappuram
Title: CLO

STATE OF ILLINOIS)
) SS.
COUNTY OF WIN)



I Nancy P. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Praveen Chathappuram, Commercial Loan officer of Midwest Bank and Trust Company, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

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

[Signature]
Notary Public

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EXHIBIT A

LOAN DOCUMENTS

1. Amended and Restated Secured Guaranty dated as of October 2, 2008 made by Business Brokers in favor of Lender;
2. Secured Guaranty dated as of October 2, 2008 made by Safa in favor of Lender;
3. Secured Guaranty dated as of October 2, 2008 made by Safi in favor of Lender;
4. Secured Guaranty dated as of October 2, 2008 made by Yellow Management in favor of Lender;
5. Secured Guaranty dated as of October 2, 2008 made by MY Management in favor of Lender;
6. Secured Guaranty dated as of October 2, 2008 made by Lakha Management in favor of Lender;
7. Personal Guaranty dated as of October 2, 2008 made by Lakha in favor of Lender;
8. Security Agreement dated as of October 2, 2008 between Business Brokers and Lender;
9. Security Agreement dated as of October 2, 2008 between Safa and Lender;
10. Security Agreement dated as of October 2, 2008 between Safi and Lender;
11. Security Agreement dated as of October 2, 2008 between Yellow Management and Lender;
12. Security Agreement dated as of October 2, 2008 between MY Management and Lender;
13. Security Agreement dated as of October 2, 2008 between Lakha Management and Lender;
14. Assignment of Life Insurance Policy as Collateral made by MY Management in favor of Lender;
15. Mortgage dated as of April 22, 2005 made by Safi in favor of Lender and recorded on May 13, 2005 with the Cook County Recorder of Deeds as Document No. 0513335221 with respect to that certain real estate legally described in Exhibit B attached hereto;
16. Assignment of Rents dated as of April 22, 2005 made by Safi in favor of Lender and recorded on May 13, 2005 with the Cook County Recorder of Deeds as Document No. 0513335222 with respect to that certain real estate legally described in Exhibit B attached hereto;

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17. Mortgage dated as of April 22, 2005 made by Safa in favor of Lender and recorded on June 22, 2005 with the Cook County Recorder of Deeds as Document No. 0517333177 with respect to that certain real estate legally described in Exhibit C attached hereto;

18. Assignment of Rents dated as of April 22, 2005 made by Safa in favor of Lender and recorded on June 22, 2005 with the Cook County Recorder of Deeds as Document No. 0517333178 with respect to that certain real estate legally described in Exhibit C attached hereto;

19. Mortgage dated as of October 31, 2006 made by Yellow Management in favor of Lender and recorded on November 3, 2006 with the Cook County Recorder of Deeds as Document No. 0630726100 with respect to that certain real estate legally described in Exhibit D attached hereto;

20. Assignment of Rents dated as of October 31, 2006 made by Yellow Management in favor of Lender and recorded on November 3, 2006 with the Cook County Recorder of Deeds as Document No. 0630726101 with respect to that certain real estate legally described in Exhibit D attached hereto;

21. Mortgage dated as of September 30, 2005 made by Business Brokers in favor of Lender and recorded on November 16, 2005 with the Cook County Recorder of Deeds as Document No. 0532053020 with respect to that certain real estate legally described in Exhibit E attached hereto;

22. Assignment of Rents dated as of September 30, 2005 made by Business Brokers in favor of Lender and recorded on November 16, 2005 with the Cook County Recorder of Deeds as Document No. 0532053021 with respect to that certain real estate legally described in Exhibit E attached hereto;

23. Mortgage dated as of July 10, 2003 made by Trust No. 03-1-8151 in favor of Lender and recorded on July 18, 2003 with the Cook County Recorder of Deeds as Document No. 0319933361 with respect to that certain real estate legally described in Exhibit F attached hereto;

24. Assignment of Rents dated as of July 10, 2003 made by Trust No. 03-1-8151 in favor of Lender and recorded on July 18, 2003 with the Cook County Recorder of Deeds as Document No. 0319933362 with respect to that certain real estate legally described in Exhibit F attached hereto;

25. Mortgage dated as of September 30, 2005 made by Trust No. 00-3-7785 in favor of Lender and recorded on November 16, 2005 with the Cook County Recorder of Deeds as Document No. 0532053018 with respect to that certain real estate legally described in Exhibit G attached hereto; and

26. Assignment of Rents dated as of September 30, 2005 made by Trust No. 00-3-7785 in favor of Lender and recorded on November 16, 2005 with the Cook County Recorder of Deeds as Document No. 0532053019 with respect to that certain real estate legally described in Exhibit G attached hereto.

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EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH 51 ½ FEET OF LOT 7 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE EXTENDED FROM A POINT IN THE WEST LINE 7.50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE EAST LINE OF SAID LOT, 43.69 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHERLY 98 FEET OF THAT PART OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE NORTH LINE OF EAST 79TH STREET AS WIDENED IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 20 FEET OF THE EAST 101.00 FEET OF THE NORTH HALF OF LOT 8 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-27-318-045-0000; 20-27-318-047-0000

COMMON ADDRESS: 7859 SOUTH STATE STREET, CHICAGO, ILLINOIS

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EXHIBIT C

LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 1 AND 2 IN BLOCK 14 IN W.G. MCINTOSH'S FOREST VIEW GARDENS, A SUBDIVISION IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-06-323-024-0000

COMMON ADDRESS: 4601 SOUTH HARLEM AVENUE, CHICAGO, ILLINOIS

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EXHIBIT D

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

THE SOUTH 30 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 35 FEET OF THE SOUTH 100 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 140.25 FEET OF THE NORTH 49 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 35 FEET OF THE SOUTH 65 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-21-217-032-0000

COMMON ADDRESS: 6659 SOUTH WENTWORTH AVENUE, CHICAGO, ILLINOIS

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EXHIBIT E

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 28 AND LOT 29 AND THE WEST 5 FEET OF LOT 27 IN BLOCK 36 IN HILLIARD AND DOBBIN'S SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF PITTSBURGH, CINCINNATI, AND ST. LOUIS RAILROAD EXCEPT THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION (EXCEPT FROM SAID LOTS THAT PART LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-06-321050-0000

COMMON ADDRESS: 2156 WEST 95TH STREET, CHICAGO, ILLINOIS

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EXHIBIT F

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 1 IN BLOCK 3 IN WITTBOLD'S RAPID TRANSIT GARDENS, BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 22 AND THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N.: 10-23-331-015-0000

COMMON ADDRESS: 8060 NORTH LAWNDALE, SKOKIE, ILLINOIS

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EXHIBIT G

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 5 IN BLOCK 3 IN WILLIAM L. WALLEN'S RESUBDIVISION OF THE VACATED WILLIAM L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, A SUBDIVISION IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-05-102-004-0000

COMMON ADDRESS: 2247 WEST DEVON AVENUE, CHICAGO, ILLINOIS

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EXHIBIT H

EXCULPATORY RIDER FOR TRUST NO. 03-1-8151

Midwest Bank and Trust Company, as Trustee, executes this **Omnibus Reaffirmation of Loan Documents** under the provisions of a **Trust Agreement dated June 25, 2003**, and known as **Trust Number 03-1-8151** not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. Midwest Bank and Trust Company warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust assets. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

MIDWEST BANK AND TRUST COMPANY, executes this document as Trustee, as aforesaid, and has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.

MIDWEST BANK & TRUST COMPANY, AS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS.

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EXHIBIT I

EXCULPATORY RIDER FOR TRUST NO. 00-3-7785

Midwest Bank and Trust Company, as Trustee, executes this **Omnibus Reaffirmation of Loan Documents** under the provisions of a **Trust Agreement dated December 7, 2000**, and known as **Trust Number 00-3-7785** not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. Midwest Bank and Trust Company warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust assets. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

MIDWEST BANK AND TRUST COMPANY, executes this document as Trustee, as aforesaid, and has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.

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MIDWEST BANK & TRUST COMPANY, AS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS.

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