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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:



Doc#: 1002612012 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2010 09:14 AM Pg: 1 of 13

Much Shelist
191 North Wacker Drive
Suite 1800
Chicago, IL 60606.1615
Attn: Wendy M. Reutebuch

This space reserved for Recorder's use only

FIRST AMENDMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS FIRST AMENDMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Agreement") is made as of the 15th day of December, 2009, by and between NORTHBROOK COMMERCIAL PROPERTIES, L.L.C., an Illinois limited liability company (the "Mortgagor"), JAMAL ALWATTAR ("J. Alwattar"), SALWA ALWATTAR ("S. Alwattar") and AMERICAN CHARTERED BANK, its successors and assigns (referred to herein as "Lender" or "Mortgagee"). J. Alwattar and S. Alwattar are each, individually, a "Guarantor", and collectively, the "Guarantor".

RECITALS:

A. Lender has loaned Borrower the principal amount of up to \$5,350,000.00 (the "Loan"), which Loan is evidenced by that certain Promissory Note executed by Borrower and dated as of June 11, 2004 in the principal amount of \$5,350,000.00, payable to the order of Lender (as amended, restated or replaced from time to time, the "Note") and secured by, among other things, (i) that certain Mortgage and Security Agreement with Assignment of Rents from Borrower to Lender dated as of June 11, 2004 and recorded on June 22, 2004 with the Cook County Recorder of Deeds (the "Recorder") as Document Number 0417433282 (as amended, restated or replaced from time to time, the "Mortgage"), encumbering the real property and improvements thereon located at 4100 Commercial Avenue, Northbrook, Illinois 60062 (the "Premises"); (ii) that certain Collateral Assignment of Leases and Rents from Borrower to Lender dated as of June 11, 2004 and recorded with the Recorder on June 22, 2004 as Document Number 0417433283 (as amended, restated or replaced from time to time, the "Assignment of Rents"); (iii) that certain Mortgage from Edens Tower (as defined herein) to Lender dated as of June 11, 2004 and recorded June 22, 2004 with the Recorder as Document Number 0417433284, encumbering the real property and improvements thereon located at 1810 Frontage Road, Northbrook, Illinois 60062 (as amended, restated or replaced from time to time, the "Second Mortgage") (iv) that certain Loan Agreement between Borrower and Lender dated as of June 11, 2004 (as amended, restated or replaced from time to time, the "Loan Agreement"); (v) that certain Guaranty from Jamal Alwattar and Salwa Alwattar in favor of Lender (as amended,

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restated or replaced from time to time, the "Guaranty"); and (vi) that certain Environmental Indemnity Agreement from Borrower, Jamal Alwattar and Salwa Alwattar in favor of Lender (as amended, restated or replaced from time to time, the "Environmental Indemnity"). The Note, the Mortgage, the Assignment of Rents, the Second Mortgage, the Loan Agreement, the Guaranty, the Environmental Indemnity and all other documents, agreements and instruments evidencing, securing, guarantying and delivered in connection with the Loan, in their original form and as amended, modified, supplemented, substituted, restated or replaced from time to time, are sometimes collectively referred to in this Agreement as the "Loan Documents").

B. Lender has also loaned to Edens Tower, L.L.C., an Illinois limited liability company ("Edens Tower"), the principal amount of up to \$2,500,000.00 (the "Edens Tower Loan"), which Edens Tower Loan is evidenced by that certain Promissory Note executed by Edens Tower and dated as of August 18, 2005 in the principal amount of \$2,500,000.00, payable to the order of Lender (as amended, restated or replaced from time to time, the "Edens Tower Note") and secured by, among other things, (i) that certain Mortgage from Edens Tower to Lender dated as of August 18, 2005 and recorded with the Recorder on September 8, 2005 as Document Number 0525105167, encumbering the real property and improvements thereon located at 1810 Frontage Road, Northbrook, Illinois 60062 (as amended, restated or replaced from time to time, the "Edens Tower Mortgage"); (ii) that certain Assignment of Rents from Edens Tower to Lender dated as of August 18, 2005 and recorded with the Recorder on September 8, 2005 as Document Number 0525105168 (as amended, restated or replaced from time to time, the "Edens Tower Assignment of Rents"); (iii) that certain Mortgage from Borrower to Lender dated as of June 15, 2009 and recorded with the Recorder on July 14, 2009 as Document Number 0919526343, encumbering the real property and improvements thereon located at 4100 Commercial Avenue, Northbrook, Illinois 60062 (as amended, restated or replaced from time to time, the "Edens Tower Second Mortgage"); (iv) that certain Assignment of Rents from Borrower to Lender dated as of June 15, 2009 and recorded with the Recorder on July 14, 2009 as Document Number 0919526344 (as amended, restated or replaced from time to time, the "Edens Tower Second Assignment of Rents"); (v) that certain Commercial Guaranty from each of Jamal Alwattar and Salwa Alwattar in favor of Lender (as amended, restated or replaced from time to time, collectively, the "Edens Tower Guaranty"); and (vi) that certain Hazardous Substances Certificate and Indemnity Agreement between Edens Tower and Lender dated as of August 18, 2005 (as amended, restated or replaced from time to time, the "Edens Tower Indemnity Agreement"). The Edens Tower Note, the Edens Tower Mortgage, the Edens Tower Assignment of Rents, the Edens Tower Second Mortgage, the Edens Tower Second Assignment of Rents, the Edens Tower Guaranty, the Edens Tower Indemnity Agreement and all other documents, agreements and instruments evidencing, securing, guarantying and delivered in connection with the Edens Tower Loan, in their original form and as amended, modified, supplemented, substituted, restated or replaced from time to time, are sometimes collectively referred to in this Agreement as the "Edens Tower Loan Documents").

C. Lender has also loaned to Northbrook Laboratories, Inc., an Illinois corporation ("Northbrook Labs"), the principal amount of up to \$406,000.00 (the "Northbrook Labs Loan"), which Northbrook Labs Loan is evidenced by that certain Promissory Note executed by Northbrook Labs and dated as of January 23, 2009 in the principal amount of \$406,000.00,

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payable to the order of Lender, as amended by that certain Change in Terms Agreement dated as of June 15, 2009 and that certain Change in Terms Agreement of even date herewith (as amended, restated or replaced from time to time, collectively, the "Northbrook Labs Note") and secured by, among other things, (i) that certain Mortgage from Borrower to Lender dated as of June 15, 2009 and recorded with the Recorder on July 14, 2009 as Document Number 0919526345, encumbering the real property and improvements thereon located at 4100 Commercial Avenue, Northbrook, Illinois 60062 (as amended, restated or replaced from time to time, the "Northbrook Labs Mortgage"); (ii) that certain Assignment of Rents from Borrower to Lender dated as of June 15, 2009 and recorded with the Recorder on July 14, 2009 as Document Number 0919526346 (as amended, restated or replaced from time to time, the "Northbrook Labs Assignment of Rents"); (iii) that certain Business Loan Agreement between Northbrook Labs and Lender dated as of January 23, 2009 (as amended, restated or replaced from time to time, the "Northbrook Labs Loan Agreement"); (iv) Commercial Security Agreements from Northbrook Labs in favor of Lender dated as of June 2, 2008 and January 23, 2009 (as amended, restated or replaced from time to time, collectively, the "Northbrook Labs Security Agreement"); and (v) Commercial Guaranties from Jamal Alwattar in favor of Lender dated as of June 2, 2008 and January 23, 2009 (as amended, restated or replaced from time to time, collectively, the "Northbrook Labs Guaranty"). The Northbrook Labs Note, the Northbrook Labs Mortgage, the Northbrook Labs Assignment of Rents, the Northbrook Labs Loan Agreement, the Northbrook Labs Security Agreement, the Northbrook Labs Guaranty and all other documents, agreements and instruments evidencing, securing, guarantying and delivered in connection with the Northbrook Labs Loan, in their original form and as amended, modified, supplemented, substituted, restated or restated from time to time, are sometimes collectively referred to in this Agreement as the "Northbrook Labs Loan Documents".

D. Lender has also loaned to CMS Labs, Inc., an Illinois corporation ("CMS Labs"), the principal amount of up to \$200,000.00 (the "CMS Labs Loan"), which CMS Labs Loan is evidenced by that certain Promissory Note executed by CMS Labs and dated as of April 19, 2005 in the principal amount of \$100,000.00, payable to the order of Lender, as amended by that certain Change in Terms Agreement dated as of April 19, 2006, that certain Change in Terms Agreement dated as of October 19, 2006, that certain Change in Terms Agreement dated as of October 1, 2007, that certain Change in Terms Agreement dated as of October 1, 2008, that certain Change in Terms Agreement dated as of June 15, 2009 and that certain Change in Terms Agreement of even date herewith (as amended, restated or replaced from time to time, collectively, the "CMS Labs Note") and secured by, among other things, (i) that certain Mortgage from Borrower to Lender dated as of October 1, 2007 and recorded with the Recorder on October 16, 2007 as Document Number 0728941034, encumbering the real property and improvements thereon located at 4100 Commercial Avenue, Northbrook, Illinois 60062 (as amended, restated or replaced from time to time, the "CMS Labs Mortgage"); (ii) Business Loan Agreements between CMS Labs and Lender dated as of April 19, 2005, April 19, 2006, October 1, 2007 and June 15, 2009 (as amended, restated or replaced from time to time, collectively, the "CMS Labs Loan Agreement"); (iii) that certain Commercial Security Agreement from CMS Labs in favor of Lender dated as of April 19, 2005 (as amended, restated or replaced from time to time, the "CMS Labs Security Agreement"); (iv) Commercial Guaranties from each of Jamal Alwattar, Salwa Alwattar, Edens Tower and Northbrook Labs in favor of Lender dated April 19, 2005 and

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October 18, 2006 (as amended, restated or replaced from time to time, collectively, the "CMS Labs Guaranty"); and (v) Subordination Agreements from each of Edens Tower and Northbrook Labs in favor of Lender dated April 19, 2005 and April 19, 2006 (as amended, restated or replaced from time to time, collectively, the "CMS Labs Subordination"). The CMS Labs Note, the CMS Labs Mortgage, the CMS Labs Loan Agreement, the CMS Labs Security Agreement, the CMS Labs Guaranty, the CMS Labs Subordination and all other documents, agreements and instruments evidencing, securing, guarantying and delivered in connection with the CMS Labs Loan, in their original form and as amended, modified, supplemented, substituted, restated or replaced from time to time, are sometimes collectively referred to in this Agreement as the "CMS Labs Loan Documents").

E. Borrower has requested and Lender has agreed, among other things, to extend the Maturity Date of the Note, to modify certain repayment terms under the Note and to cross-default the Loan, the Edens Tower Loan, the Northbrook Labs Loan and the CMS Labs Loan.

F. The current principal balance of the Loan as of the date of this Agreement is \$4,522,286.09.

G. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Documents.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Modification of Note.

Concurrently with the execution and delivery of this Agreement, the Mortgagor shall execute and deliver to Lender a Note Modification Agreement of even date herewith (the "Note Modification Agreement"), which Note Modification Agreement shall, among other things, extend the Maturity Date under the Note, modify the Interest Rate charged under the Note and cross-default the Loan, the Edens Tower Loan, the Northbrook Labs Loan and the CMS Labs Loans.

2. Modification of Mortgage.

(a) All references to the "Note" in the Mortgage shall mean the Note as amended by the Note Modification Agreement.

(b) The Mortgage shall be amended to insert the following language after subparagraph (ii) in the third paragraph on the first page of the Mortgage beginning, "NOW THEREFORE":

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"and (iv) all liabilities and obligations of Edens Tower, Northbrook Labs and CMS Labs to Lender (including but not limited to the liabilities and obligations of Edens Tower under the Edens Tower Loan Documents, Northbrook Labs under the Northbrook Labs Loan Documents and CMS Labs under the CMS Labs Loan Documents), all interest accrued thereon (including interest which would be payable as post-petition in connection with any bankruptcy or similar proceeding, whether or not permitted as a claim thereunder), any fees and/or expenses due under the Edens Tower Loan Documents, the Northbrook Labs Loan Documents, the CMS Labs Loan Documents or otherwise, any reimbursement obligations of Edens Tower, Northbrook Labs and CMS Labs with respect to letters of credit and surety bonds, and all obligations and liabilities of Edens Tower, Northbrook Labs and CMS Labs under any interest rate swap or hedge agreements, all in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, together with any and all renewals, extensions, restatements or replacements of any of the foregoing, as additional security for the Note.

(c) The Mortgage shall be further amended to insert the following new subsection "(i)" after subsection "(h)" in Section 19 of the Mortgage:

"(i) Any default, event of default or "Event of Default" (as defined in the Edens Tower Loan Documents, the Northbrook Labs Loan Documents and the CMS Labs Loan Documents) which occurs or exists under any of the Edens Tower Loan Documents, the Northbrook Labs Loan Documents and/or the CMS Labs Loan Documents or with respect to the Edens Tower, Northbrook Labs and CMS Labs Loan Obligations (as defined herein).

The "Edens Tower, Northbrook Labs and CMS Labs Loan Obligations" shall include all liabilities and obligations of Edens Tower, Northbrook Labs and CMS Labs to Lender (including but not limited to the liabilities and obligations of Edens Tower under the Edens Tower Loan Documents, Northbrook Labs under the Northbrook Labs Loan Documents and CMS Labs under the CMS Labs Loan Documents), all interest accrued thereon (including interest which would be payable as post-petition in connection with any bankruptcy or similar proceeding, whether or not permitted as a claim thereunder), any fees and/or expenses due under the Edens Tower Loan Documents, the Northbrook Labs Loan Documents, the CMS Labs Loan Documents or otherwise, any reimbursement obligations of Edens Tower, Northbrook Labs and CMS Labs with respect to letters of credit and surety bonds, and all obligations and liabilities of Edens Tower, Northbrook Labs and CMS Labs under any interest rate swap or hedge agreements, all in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, together with any and all renewals, extensions, restatements or replacements of any of the foregoing, as additional security for the Note.

(d) The Mortgage shall be further amended to add the following new Section 34 titled "Maximum Indebtedness.":

"34. **Maximum Indebtedness.** Notwithstanding anything contained in this Mortgage to the contrary, in no event shall the indebtedness hereby secured exceed \$14,856,444.00;

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provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note."

3. Modification of Loan Documents. The other Loan Documents are hereby amended to incorporate the modifications to the Note, the Mortgage and the Loan Documents as set forth in this Agreement and in the Note Modification Agreement.

4. Lock Box and Cash Collateral Account Agreement. Concurrently with the execution and delivery of this Agreement, Mortgagor shall execute and deliver to Lender a Lock Box Services Agreement (the "Lock Box Agreement") and a Cash Collateral Account Agreement (the "Collateral Account Agreement") of even date herewith which Lock Box Agreement and Collateral Account Agreement shall be additional Loan Documents securing the Loan, the Edens Tower Loan, the Northbrook Labs Loan and the CMS Labs Loan.

5. Reporting Requirements. Lender shall require Mortgagor to provide (a) copies of Mortgagor's tax returns annually, (b) annual financial statements prepared by an independent CPA, and (c) rent rolls and income and expense summaries for the Premises quarterly. Lender shall further require each Guarantor to provide copies of tax returns and personal financial statements annually.

6. Reaffirmation of Guaranty. Guarantor hereby ratifies its Guaranty and agrees that said Guaranty is in full force and effect following the execution and delivery of this Agreement and the Note Modification Agreement. The representations and warranties of Guarantor in its Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

7. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated as terms and conditions of this Agreement.

8. Representations and Warranties of Mortgagor.

Mortgagor represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents (as modified by the terms of this Agreement) are true and correct as of the date of this Agreement in all material respects.

(b) There is currently no Event of Default under the Note, the Mortgage or the other Loan Documents and Mortgagor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding

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obligations of Mortgagor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Mortgagor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of this date, Mortgagor has no known claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Agreement.

(i) Mortgagor validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified in this Agreement. The execution and delivery of this Agreement and the performance of the Loan Documents as modified in this Agreement have been duly authorized by all requisite action by or on behalf of Mortgagor. This Agreement has been duly executed and delivered on behalf of Mortgagor.

9. Loan Costs and Expenses.

As a condition precedent to the agreements contained in this Agreement, Mortgagor shall reimburse Lender for all reasonable out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, but not limited to, title charges, recording fees, appraisal fees and attorneys' fees, costs and expenses.

10. Miscellaneous.

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

(b) This Agreement may not be construed more strictly against Lender than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor and Lender have contributed substantially and materially to the preparation of this Agreement, and Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Agreement by Lender, nothing contained in this Agreement may be considered to constitute Lender a venturer or partner of or in any way associated with Mortgagor nor will privity of contract be presumed to have been established with any third party.

(d) Mortgagor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor and Lender, and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note" contained in any of the Loan Documents should be considered to refer to the Note or Notes as amended and/or amended and restated. Any references to the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Mortgage and the other Loan Documents as amended. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

(h) Time is of the essence of each of Mortgagor's obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK-SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR:

NORTHBROOK COMMERCIAL PROPERTIES,
L.L.C., an Illinois limited liability company

By: Jamal AlWattar

Its: Principal

Name: JAMAL ALWATTAR

GUARANTOR:

Jamal AlWattar
JAMAL ALWATTAR, individually

Salwa AlWattar
SALWA ALWATTAR, individually

LENDER:

AMERICAN CHARTERED BANK

By: Aren Rick

Its: VP

Name: Aren Rick

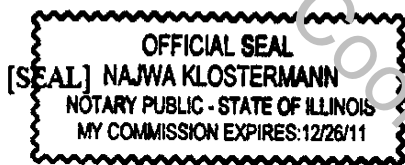
[NOTARY PAGE FOLLOWS]

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STATE OF IL)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMAL ALWATTAR, as PRINCIPAL of NORTHBROOK COMMERCIAL PROPERTIES, L.L.C. ("Mortgagor"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of December, 2009.



Najwa Klostermann
NOTARY PUBLIC

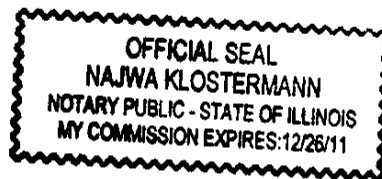
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I Najwa Klostermann a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMAL ALWATTAR, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/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 30 day of December, 2009

Najwa Klostermann
Notary Public

My Commission Expires: 12/26/11



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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I Najwa Klostermann a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that SALWA ALWATTAR, individually, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/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 30 day of December, 2009



Najwa Klostermann
Notary Public

My Commission Expires: 12/6/11

STATE OF IL)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Arenado, the Vice President of AMERICAN CHARTERED BANK ("Lender"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act on behalf of the Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4 day of Jan, ²⁰¹⁰~~2009~~.



Mary Fehrman
NOTARY PUBLIC

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EXHIBIT A

THE PROPERTY

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008198029 D2
STREET ADDRESS: 4100 COMMERCIAL AVENUE
CITY: NORTHBROOK COUNTY: COOK
TAX NUMBER: 04-06-107-001-0000

LEGAL DESCRIPTION:

LOT 2 IN THE PLAT OF RESUBDIVISION OF LOTS 2 AND 3 IN VORBROOK COMMERCIAL PARK AND OF LOT 1 IN E.M.I. RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 TO 9 INCLUSIVE, 12, 13, 14, 16 AND 17 IN VORBROOK COMMERCIAL PARK, IN SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED AUGUST 3, 1995 AS DOCUMENT 95513270.