

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Crowley & Lamb, P.C.
350 North LaSalle Street, Suite 900
Chicago, Illinois 60610

AFTER RECORDING RETURN TO:

Diamond Bank, FSB
1051 Perimeter Drive
Schaumburg, IL 60173
Attn: Vice President, Loan Operations



Doc#: 1019655111 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/15/2010 03:56 PM Pg: 1 of 15

This space reserved for Recorder's use only

FREEDOM TITLE CORP.

FTC 6710135-002

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 31st day of March, 2010, by and among **SNL HOLDINGS LLC**, an Illinois limited liability company ("Borrower"), having an address of 1017 W. Washington Street, Suite 4A, Chicago, Illinois 60607; **LAUREN GOTTLIEB F/K/A LAUREN ZELKOWITZ**, as pledgor ("Pledgor"); **SCOTT GOTTLIEB and LAUREN GOTTLIEB** (jointly and severally, "Guarantor"); and **DIAMOND BANK, FSB**, its successors and assigns, having an address as set forth above ("Lender").

RECITALS:

A. Lender has heretofore made a loan (the "Loan") to Borrower in the principal amount of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS U.S. (\$1,450,000.00), as evidenced by a Promissory Note dated January 4, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended, "Original Note") and a certain Loan Agreement ("Loan Agreement") dated January 4, 2008 from Borrower in favor of the Lender. The Original Note was replaced by that certain Amended and Restated Promissory Note dated March 31, 2009 executed by the Borrower in favor of Lender in the original principal amount of \$1,450,000.00 ("Note") and Modification of Loan Documents dated March 31, 2009 among the parties hereto ("Modification"). Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Loan Agreement.

B. The Note is secured by, among other things: (i) that certain Mortgage dated January 4, 2008, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on January 11, 2008 as Document No. 0801155047 (the "Cook Mortgage"), which Cook Mortgage encumbers the parcels of real property and all improvements thereon in Cook County, IL legally described on Exhibit A hereto ("Cook Property") and that certain Mortgage dated January 4, 2008, from Borrower to Lender recorded with the Recorder of

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Deeds in DuPage County, Illinois (the "DuPage Mortgage"; together with the Cook Mortgage, the "Mortgage") as Document No. R2008-076633, which DuPage Mortgage encumbers the parcel of real property and all improvements thereon in DuPage County, IL legally described on Exhibit A hereto ("DuPage Property"; together with the Cook Property, the "Property"), (ii) that certain Assignment of Rents and Leases dated January 4, 2008 from Borrower to Lender and recorded with the Recorder's Office on January 11, 2008 as Document No. 0801155050 (the "Assignment of Leases") against the Cook Property, (iii) that certain Junior Mortgage dated January 4, 2008, from Pledgor to Lender recorded with the Recorder's Office on January 11, 2008 as Document No. 0801155049 (the "Junior Mortgage"), which Junior Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto, (iv) a Deposit Account Pledge and Security Agreement dated January 4, 2008 executed by Borrower in favor of Lender ("Security Agreement"), (v) a Guaranty (the "Guaranty") of Guarantor dated January 4, 2008, guaranteeing payment and performance of all obligations of Borrower under the Note and Loan Documents (as hereinafter defined) and (vi) certain other loan documents (the Note, the Mortgage, the Loan Agreement, the Guaranty, the Assignment of Leases, Junior Mortgage, Security Agreement, the Modification and any other document evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The outstanding principal amount of the Loan on the date hereof is \$1,252,326.14.

D. Borrower transferred title to the following parcels of the Property ("Transferred Parcels") to the following trusts without the consent of Lender in violation of the Loan Documents: (i) 4428 ADELE, OAK PARK, IL 60452 was transferred by Borrower to Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352931 ("Adele Trust") and (ii) 29 HICKORY ST., PALATINE, IL 60067 was transferred by Borrower to Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352930 ("Hickory Trust"; together with the Adele Trust, the "Trusts"). Lender is unwilling to give its consent to the transfer of such parcels of the Property to the Trusts unless the Trusts shall assume, in addition to and without affecting the obligations of Borrower, all of the obligations heretofore imposed by the Loan Documents upon the Borrower.

E. The Borrower and Guarantor have requested that Lender reduce the interest rate applicable to the Loan and extend the maturity date of the Note and Lender is willing to extend the maturity date of the Note to March 31, 2011 and reduce the interest rate applicable to the Loan, on the terms and conditions more fully set forth hereinafter and in the Amended Note (defined below).

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's reasonable attorneys fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Extension of the Maturity Date / Assumption of Mortgage.** The Loan Documents are hereby amended as follows:

(a) Lender and Borrower agree that the Maturity Date for the Loan shall hereby be extended from March 31, 2010 until March 31, 2011. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean March 31, 2011 (except as set forth below). Borrower agrees that the Loan, together with all obligations under the Loan Documents, shall be due and payable on the Maturity Date, or such earlier date that the Loan and all other obligations of Borrower to Lender under the Loan Documents shall be due and payable (whether by acceleration or otherwise).

(b) (i) THE PERIOD UNTIL MARCH 31, 2011 (THE "ORIGINAL TERM") SHALL AUTOMATICALLY RENEW ITSELF FROM YEAR TO YEAR THEREAFTER FOR TWO YEARS (EACH SUCH ONE-YEAR RENEWAL BEING REFERRED TO HEREIN AS A "RENEWAL TERM") UNLESS: (A) THERE EXISTS AN EVENT OF DEFAULT; OR (B) BORROWER OR LENDER ELECTS TO TERMINATE THIS AGREEMENT AT THE END OF THE ORIGINAL TERM OR AT THE END OF ANY RENEWAL TERM BY GIVING THE OTHER PARTY WRITTEN NOTICE OF SUCH ELECTION AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE ORIGINAL TERM OR THE THEN-CURRENT RENEWAL TERM AND IN EITHER CASE BORROWER SHALL PAY ALL OF THE OBLIGATIONS UNDER THE NOTE AND LOAN DOCUMENTS IN FULL ON THE LAST DAY OF SUCH TERM OR UPON ACCELERATION OF THE DUE DATE DUE TO SUCH EVENT OF DEFAULT; provided that no Renewal Term shall extend beyond March 31, 2013 unless extended beyond such date by the Bank pursuant to any modification, extension or renewal note executed by the Borrower and accepted by the Bank in its sole and absolute discretion. Borrower and Lender agree that whichever of the original Maturity Date of March 31, 2011, the date of end of the first Renewal Term (March 31, 2012) and the date of the end of the second Renewal Term (March 31, 2013) is in effect shall be deemed to be the "**Maturity Date**" of the Loan hereunder and in the Amended Note and other Loan Documents.

(ii) Upon commencement of each Renewal Term, if any, the covenants, releases, representations and warranties of Borrower, Trusts, Pledgor and Guarantor contained herein shall be true and correct and deemed remade at such time.

(c) Each Trust expressly assumes, in addition to and without affecting the obligations of Borrower, the Mortgage and the other Loan Documents and agrees to jointly and severally with Borrower to perform all covenants, conditions, duties and obligations contained therein. Each Trust agrees to comply with and be bound by all of the terms, provisions and conditions contained in the Loan Documents and to assume and perform all of the obligations and duties of the Borrower thereunder. Each reference to "Borrower", "Maker" "Mortgagor" or words of similar import in the Loan Documents and herein shall now be a reference to the Trusts and Borrower, jointly and severally. Lender hereby consents to the transfer of the Transferred Parcels to the Trusts; provided that Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property and any other collateral for the Loan. All collateral currently securing the Loan continues to secure the payment of the Amended Note (defined below) and the other liabilities of Borrower to Lender related thereto.

(d) As soon as available (a) and in any event not later than March 15 of each year, Borrower and Realty shall deliver to Lender Borrower's and Realty's annual Federal Income Tax

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Returns (or the application for the extension thereof and the return itself promptly after filing) and financial statements for the immediately prior year and a certified rent roll for the Property and annual operating statement for the Property for such prior year and proof of required insurance on the Property, and (b) and in any event not later than March 15 of each year, Borrower and each Guarantor shall deliver to Lender such Guarantor's personal financial statement and Federal Income Tax Returns (or the application for the extension thereof and the return itself promptly after filing) for the immediately prior year.

Any violation by Borrower, Pledgor, Realty or Guarantor of the provisions contained in this Section 1 shall be an immediate Event of Default under the Loan Documents.

2. **Amendment of the Note.** The Note shall be amended and restated by that certain Second Amended and Restated Promissory Note of even date herewith executed by Borrower in the principal amount of \$1,252,326.14 (the "Amended Note"). As of the date hereof, the Amended Note restates and replaces the Note and is not a repayment or novation of the Note. All references in any and all Loan Documents to the Note shall now mean the Amended Note. Notwithstanding any other provision in any Loan Document, the payments and interest rate applicable to the Loan shall be as set forth in the Amended Note.

3. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement and the Amended Note and that the Guarantor remains liable to Lender for all amounts due in connection with the Amended Note. The representations and warranties of Guarantor in the 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.

4. **Continuing Validity.** Except as expressly modified above, the terms of the original Mortgage, Junior Mortgage and the other Loan Documents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Agreement does not waive Lender's rights to require strict performance of the Mortgage (as amended above) or Junior Mortgage nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the promissory notes or other credit agreement secured by the Mortgage and Junior Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Amended Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed the original Mortgage or Junior Mortgage does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

5. **Borrower, Pledgor and Guarantor's Releases.** Borrower, Pledgor and Guarantor, in consideration of the execution of this Agreement, and the performance of all terms contained herein to be performed by Lender, and other good and valuable consideration, the

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receipt and adequacy of which is hereby acknowledged, do hereby remise, release and forever discharge, and by these presents, do for their successors, assigns, heirs, administrators, executors, personal representatives, agents, grantees, and successors in interest, remise, release and forever discharge Lender and its respective successors, assigns, heirs, administrators, officers, personal representatives, attorneys, agents and successors in interest, from all actions, suits, causes of action, damages, expenses, liabilities, claims, accounts and demands, whatsoever, whether or not well-founded in fact or in law which they have, have had, or at any time may have, could have, or might have but for the execution of this Agreement, asserted against Lender, for or by reason of or in respect of any matter, cause or thing whatsoever, whether known or unknown, developed or undeveloped, past, present or future or whether permanent, continuing or otherwise, arising out of or connected with the Loan, the Amended Note, the Loan Documents or this Agreement.

6. **Representations and Warranties of Borrower, Pledgor and Guarantor.**
Borrower, Pledgor and Guarantor hereby represent, covenant and warrant to Lender as follows:

- (a) The representations and warranties in the Amended Note, the Loan Agreement, the Mortgage, the Junior Mortgage and the other Loan Documents are true and correct as of the date hereof and Borrower is in compliance with all of the terms and conditions of the Loan Documents.
- (b) There is currently no Event of Default (as defined in the Loan Documents) under the Amended Note, the Mortgage, the Junior Mortgage or the other Loan Documents and none of the Borrowers, Pledgor or Guarantor 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 Amended Note, the Mortgage, the Junior 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 obligations of Borrower, Pledgor and Guarantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity. In the event of any inconsistency or conflict between this Agreement and the Amended Note and the Loan Documents, the terms, provisions and conditions contained in this Agreement and the Amended Note shall govern and control.
- (d) There has been no material adverse change in the financial condition of Borrower, Pledgor, Guarantor 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 the date hereof, none of the Borrower, Pledgor or Guarantor have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower, Pledgor and Guarantor. This Agreement and the Amended Note have been duly executed and delivered on behalf of Borrower, Pledgor and Guarantor, as

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applicable, and are the legal, valid and binding obligations of Borrower, Pledgor and Guarantor, as applicable, enforceable in accordance with their terms.

7. **Title Policy.** As a condition precedent to Lender's agreements contained herein, Borrower shall, at its sole cost and expense, cause Freedom Title Company ("Title Company") to issue an endorsement to Lender's title insurance policy(ies) (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage and second priority of the Junior Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

8. **Other Conditions Precedent.** As conditions precedent to Lender's agreements contained herein, Borrower shall: (i) pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses and pay to Lender a loan fee of \$6,261.63, and (ii) Borrower, Pledgor and Guarantor shall execute and deliver to Lender this Agreement and each party hereto, as applicable, shall execute and deliver and/or cause execution and delivery to Lender all documents and instruments related to this Agreement required by Lender, including the following: (A) an Amended and Restated Membership Interest Pledge and Security Agreement from Guarantor pledging to Lender 100% of the membership interests in SNL Realty LLC ("Realty"), an Illinois limited liability company, in the form presented by Lender, (B) an Issuer Consent executed by the manager of Realty, in the form presented by Lender and related UCC financing statements filed with the Illinois secretary of state, (C) a guaranty agreement of Realty, in the form presented by Lender, (D) a subordination agreement from each of Guarantor and Realty, each in the form presented by Lender, (E) Collateral Assignment of Beneficial Interest executed by the appropriate parties for the beneficial interest in each Trust, each in the form presented by Lender, and lodged by the trustee of each trust, (F) Security Agreement executed by the appropriate parties for the beneficial interest in each Trust, each in the form presented by Lender, (F) letters of direction to each trustee of the Trusts executed by the appropriate parties, each in the form presented by Lender, and (G) a release deed executed by Lauren Gottlieb with respect to the wild deed she executed with respect to the parcel at 6631 S. CLAREMONT, CHICAGO, IL 60636 and evidence satisfactory to Lender that the trust formed with that wild deed is dissolved.

9. **Miscellaneous.**

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

(b) This Agreement shall not be construed more strictly against Lender than against Borrower, Pledgor or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Pledgor, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Pledgor, Guarantor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will,

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without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower, Pledgor or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Pledgor, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Pledgor, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect. In the event of any inconsistency or conflict between this Agreement and the Loan Documents, the terms, provisions and conditions contained in this Agreement shall govern and control. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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

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

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

(h) Time is of the essence of Guarantor's, Pledgor's, and Borrower's obligations under this Agreement.

[SIGNATURE PAGE(S) ATTACHED]

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

BORROWER:

SNL HOLDINGS LLC, an Illinois limited liability company

By: *Scott Gottlieb*
Scott Gottlieb, Manager

LENDER:

DIAMOND BANK, FSB

By: *[Signature]*
Its: *[Signature]*

PLEDGOR:

Lauren Gottlieb
LAUREN GOTTLIEB F/K/A LAUREN ZELKOWITZ

GUARANTOR:

Scott Gottlieb
Scott Gottlieb, individually

Lauren Gottlieb
Lauren Gottlieb, individually

Agreed:

Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352931 **and not personally**

By: *Mary M. Bray*
Name: **MARY M. BRAY**
Title: **Trust Officer**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352930 ~~and not personally~~

By: Mary M. Bray
Name: **MARY M. BRAY**
Title: **Trust Officer**

SNL Realty LLC, an Illinois limited liability company

By: Scott Gottlieb
Name: Scott Gottlieb
Title: Managing Member

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

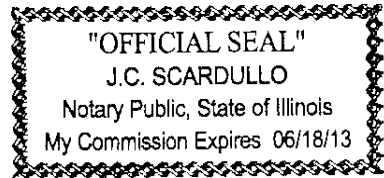
I, Jenn Scardullo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lisa Willert, Vice president of Diamond Bank, FSB, known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of Diamond Bank, FSB, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of June, 2010.

J Scardullo
Notary Public

My Commission Expires:

06/18/13



***** ** *****

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

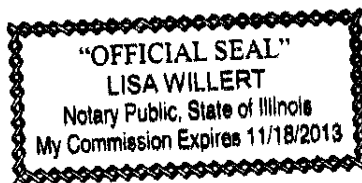
I, Lisa Willert, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, Scott Gottlieb, individually and as manager of SNL HOLDINGS LLC, an Illinois limited liability company, and known to me to be the same persons whose name are subscribed to the foregoing instrument as such managers, each 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 such company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of MARCH, 2010.

L Willert
Notary Public

My Commission Expires:

11/18/13



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STATE OF ILLINOIS)
) ss.
COUNTY OF Will)

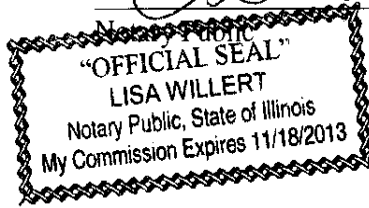
I, Lisa Willert, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lauren Gottlieb, personally known to me to be the same person whose name is subscribed to the foregoing instrument, each appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31ST day of March, 2010.

Lisa Willert

My Commission Expires:

11/18/13



STATE OF ILLINOIS)
) SS.
COUNTY OF McHenry)

I, THE UNDESIGNED, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, MARY M. BRAY, as Trust Officer of Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352931, and known to me to be the same person whose name are subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of such trust, for the uses and purposes therein set forth.

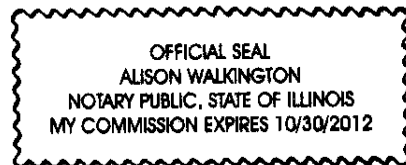
GIVEN under my hand and notarial seal this 30TH day of JUNE, 2010.

Alison Walkington

Notary Public

My Commission Expires:

10-30-12



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STATE OF ILLINOIS)
) SS.
COUNTY OF McHenry)

I, THE UNDERSIGNED, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, MARY M. BRAY, as Trust Officer of Chicago Title Land Trust Company, as trustee under the provisions of a certain Trust Agreement dated April 6, 2009 and known as Trust No. 8002352930, and known to me to be the same person whose name are subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of such trust, for the uses and purposes therein set forth.

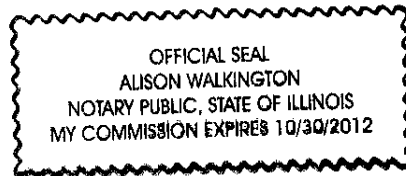
GIVEN under my hand and notarial seal this 30TH day of JUNE, 2010.

Alison Walkington

Notary Public

My Commission Expires:

10-30-2012



STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, Lisa Willert, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, Scott Gottlieb, individually and as manager of SNL Realty LLC, an Illinois limited liability company, and known to me to be the same persons whose name are subscribed to the foregoing instrument as such managers, each 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 such company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31ST day of MARCH, 2010.



Willert
Notary Public

My Commission Expires:

11/18/13

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 5:

LOT 121 IN SCOTS PLAINS UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1960 AS DOCUMENT 989955, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 07-09-407-001

COMMONLY KNOWN AS: 55405 SCOTS DRIVE, NAPERVILLE, IL 60563

PARCEL 1:

LOT 23 IN BLOCK 5 IN WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 19, 1959, AS DOCUMENT NUMBER 1861915.

P.I.N. 28-22-313-023

COMMONLY KNOWN AS: 4428 ADELE, OAK PARK, IL 60452

PARCEL 2:

[intentionally deleted]

PARCEL 3:

LOT 10 IN BLOCK 2 IN MERRIELL'S GARDEN HOME, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 02-22-104-010

COMMONLY KNOWN AS: 29 HICKORY, PALATINE, IL 60067

PARCEL 4:

LOTS 41 AND 42 IN BLOCK 45 IN ANDREWS AND PIPER'S THIRD ADDITION TO BERWYN, BEING A SUBDIVISION OF BLOCKS 8 AND 9 IN LAVERGNE SUBDIVISION AND OF LOTS 1, 2, 32, 33, 34 AND 35 IN BLOCK 36 AND LOTS 1 TO 6 AND 28 TO 35 IN BLOCK 37 OF ANDREWS AND PIPER'S SECOND ADDITION TO BERWYN ALSO THE PART OF 33RD STREET LYING

UNOFFICIAL COPY

BETWEEN HARLEM AVENUE AND IVISON AVENUE NOW VACATED ON SECTION 31,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-31-109-009

COMMONLY KNOWN AS: 3231 MAPLE, BERWYN, IL 60402

PARCEL 6:

LOT 36 IN BLOCK 50 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION IN THE NORTH 1/2 OF
SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P.I.N. 20-19-124-012

COMMONLY KNOWN AS: 6631 S. CLAREMONT, CHICAGO, IL 60636

PARCEL 7:

LOT 3 IN BLOCK 5 IN OAKDALE BEING A SUBDIVISION OF PART OF THE SOUTHEAST
QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-09-417-014

COMMONLY KNOWN AS: 4909 LAMB, OAK LAWN, IL 60453

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 8:

THE EAST 17.98 FEET OF THE WEST 227.86 FEET OF TRACT OF LAND HEREINAFTER DESCRIBED:

THAT PART OF LOTS 5 THROUGH 18 AND PART OF THE PUBLIC ALLEYS ADJOINING SAID LOTS IN BLOCK 6 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 00 DEGREE 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF LOTS 5 TO 10 AFORESAID 139.16 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 101.03 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4.71 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 18.02 FEET; THENCE SOUTH 00 DEGREE 00 MINUTES 00 SECONDS EAST 3.66 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 19.82 FEET; THENCE SOUTH 00 DEGREE 00 MINUTES 00 SECONDS EAST 3.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 45.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 19.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 8.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 22.0 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 155.93 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.72 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 20.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.69; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 18.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.69 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 19.95 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 19.34 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 46.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 17.88 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 19.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 98.20 FEET TO THE SOUTH LINE OF LOT 10; THENCE SOUTH 89 DEGREES 30 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE 52.47 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 9:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 8 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. JOHN'S PARK TOWNHOME HOMEOWNER'S ASSOCIATION DATED AUGUST 23, 2000 AND RECORDED AUGUST 28, 2000 AS DOCUMENT NUMBER 00666092.

P.I.N. 17-05-413-074

COMMONLY KNOWN AS: 849 N. MAY STREET, UNIT J, CHICAGO, IL 60622