



Doc#: 1023931112 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/27/2010 03:33 PM Pg: 1 of 12

WHEN RECORDED, RETURN TO:

Charles J. Mack  
Wolin Kelter & Rosen, Ltd.  
55 W. Monroe Street, Suite 3600  
Chicago, Illinois 60603

W K&R File No. 2954/11461  
Loan Nos. 107655256201, 107655267901, 506481

**CROSS-GUARANTY, CROSS-DEFAULT,  
CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT**

THIS CROSS-GUARANTY, CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CONTRIBUTION AGREEMENT (this "Agreement"), made as of May 28, 2010, by RAVINDER SETHI and RANJNA SETHI, each an individual, each having an address at 1314 S. Plymouth Court, Chicago, Illinois 60605 ("First Borrower"), and RASS HOSPITALITY, LLC, an Illinois limited liability company, having an address at 8201 W. Higgins Road, Chicago, Illinois 60631 ("Second Borrower"), for the benefit of CATHAY BANK, a California banking corporation, and its successors and assigns ("Lender") having an address at 222 W. Cermak Road, Chicago, Illinois 60616.

**WITNESSETH:**

WHEREAS, First Borrower executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION FOUR HUNDRED NINETY-THREE THOUSAND AND 00/100 DOLLARS (\$1,493,000.00) (the "First Borrower Note"), in evidence of a loan in such amount (the "First Borrower Loan") being made by Lender to First Borrower;

WHEREAS, on March 28, 2008, Second Borrower executed and delivered to Lender its Promissory Note in the original principal amount of SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00) (the "Second Borrower Note"), in evidence of a loan in such amount (the "Second Borrower Loan") being made by Lender to Second Borrower;

WHEREAS, on July 25, 2007, First Borrower executed and delivered to Lender its Promissory Note in the original principal amount of ONE MILLION ONE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$1,190,000.00) (the "Third Borrower Note"; the First Borrower Note, the Second Borrower Note and the Third Borrower Note, each, a "Note" and collectively, the "Notes"), in evidence of a loan in such amount (the "Third Borrower Loan"; the First Borrower Loan, the Second Borrower Loan and the Third Borrower Loan, each, a "Loan" and collectively, the "Loans") being made by Lender to Third Borrower;

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WHEREAS, the First Borrower Loan is secured by (i) a Mortgage (the "First Borrower Security Instrument"), encumbering the real property located in Cook County, Illinois described on Exhibit A-1 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the First Borrower Security Instrument (collectively, the "First Borrower Property"), and (ii) certain other documents and instruments (the First Borrower Note, the First Borrower Security Instrument and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "First Borrower Loan Documents");

WHEREAS, the Second Borrower Loan is secured by (i) a Mortgage, Security Agreement and Fixture Filing (the "Second Borrower Security Instrument"), encumbering the real property located in Cook County, Illinois described on Exhibit A-2 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Second Borrower Security Instrument (collectively, the "Second Borrower Property"), and (ii) certain other documents and instruments (the Second Borrower Note, the Second Borrower Security Instrument and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Second Borrower Loan Documents");

WHEREAS, the Third Borrower Loan is secured by (i) a Mortgage (the "Third Borrower Security Instrument"); the First Borrower Security Instrument, the Second Borrower Security Instrument and the Third Borrower Security Instrument, each, a "Security Instrument" and collectively, the "Security Instruments"), encumbering the real property located in Cook County, Illinois described on Exhibit A-3 attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Third Borrower Security Instrument (collectively, the "Third Borrower Property"; the First Borrower Property, the Second Borrower Property, and the Third Borrower Property, each, a "Property" and collectively, the "Properties"), and (ii) certain other documents and instruments (the Third Borrower Note, the Third Borrower Security Instrument and such other documents and instruments, as the same from time to time may be amended, consolidated, extended, renewed, modified, restated or replaced, collectively, the "Third Borrower Loan Documents"; the First Borrower Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents, collectively, the "Loan Documents"); and

WHEREAS, First Borrower and Second Borrower, (collectively, the "Borrowing Parties") all are affiliates of each other, and each will derive substantial benefit from the Loans as First Borrower is an owner of Second Borrower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Cross-Guaranties. Effective as of the date hereof:

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a) First Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "First Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of each of the Second Borrower Note and the Third Borrower Note. The First Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of Second Borrower to First Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the First Borrower Guaranty;

b) Second Borrower hereby irrevocably, absolutely and unconditionally guaranties to Lender (such guaranty, the "Second Borrower Guaranty") the payment when due, by stated maturity, acceleration or otherwise, of each of the First Borrower Note and the Third Borrower Note. The Second Borrower Guaranty as set forth herein is a guaranty of payment and not of collection. Any indebtedness of First Borrower to Second Borrower now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Second Borrower Guaranty; and

2. Cross-Default and Cross-Collateralization. The First Borrower Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents are hereby amended and modified (such amendment and modification, a "Cross-Collateralization") as follows:

a) an Event of Default under the First Borrower Note, the First Borrower Security Instrument or any of the other First Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument, the other Second Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument and the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein);

b) an Event of Default under the Second Borrower Note, the Second Borrower Security Instrument or any of the other Second Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the other First Borrower Loan Documents, the Third Borrower Note, the Third Borrower Security Instrument and the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein);

c) an Event of Default under the Third Borrower Note, the Third Borrower Security Instrument or any of the other Third Borrower Loan Documents (as the term "Event of Default" is defined therein) shall constitute an Event of Default under the First Borrower Note, the First Borrower Security Instrument, the other First Borrower Loan Documents, the Second Borrower Note, the Second Borrower Security Instrument and the other Second Borrower Loan Documents (as the term "Event of Default" is defined therein);

d) the First Borrower Security Instrument and all of the other First Borrower Loan Documents securing or guaranteeing the First Borrower Note and the obligations of

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First Borrower under the other First Borrower Loan Documents (collectively, the "First Borrower Security Documents") also shall secure and guaranty the First Borrower Guaranty;

e) the Second Borrower Security Instrument and all of the other Second Borrower Loan Documents securing or guaranteeing the Second Borrower Note and the obligations of Second Borrower under the other Second Borrower Loan Documents (collectively, the "Second Borrower Security Documents") also shall secure and guaranty the Second Borrower Guaranty;

f) the Third Borrower Security Instrument and all of the other Third Borrower Loan Documents securing or guaranteeing the Third Borrower Note and the obligations of Third Borrower under the other Third Borrower Loan Documents (collectively, the "Third Borrower Security Documents") also shall secure and guaranty the Third Borrower Guaranty; and

g) the aggregate principal amount secured by each of the First Borrower Security Instrument and the other First Borrower Security Documents, the Second Borrower Security Instrument and the other Second Borrower Security Documents and the Third Borrower Security Instrument and the other Third Borrower Security Documents shall be EIGHT MILLION SIX HUNDRED EIGHTY-THREE THOUSAND AND 00/100 DOLLARS (\$8,683,000.00).

### 3. Contribution.

a) Each of the Borrowers hereby acknowledges and agrees that, due to the fact that the Loans are hereby cross-defaulted and cross-collateralized, each of the Borrowers has a direct and material interest in preventing the occurrence of an Event of Default under any of the Loan Documents (as the term "Event of Default" is defined therein). Accordingly, each of the Borrowers is willing to commit to make or receive loans (each an "Intra-Borrower Loan", and collectively, the "Intra-Borrower Loans") in order to provide for the payment of all amounts due under the Loan Documents and, in so doing, to avoid an Event of Default thereunder. In the event and to the extent that the proceeds from the Property of any Borrower (the "Creditor") are applied to any payments due with respect to the Property owned by another Borrower (the "Debtor"), then the Creditor shall be deemed to have made an Intra-Borrower Loan to the Debtor in the amount of such proceeds so applied (the "Intra-Borrower Loan Amount"). Such Intra-Borrower Loan shall be deemed to be made on a non-recourse basis and shall be repaid out of the future proceeds of the Property owned by the Debtor, together with interest thereon at a rate to be agreed upon from time to time among the Borrowers.

b) All Intra-Borrower Loans deemed to be made under this Agreement shall be evidenced by this Agreement, shall be an obligation of the Debtor which owes such Intra-Borrower Loan solely by its execution of this Agreement and shall not be evidenced by any separate instrument. Each Borrower hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance with respect to each Intra-Borrower Loan for which it is liable under this Agreement. Interest and principal on Intra-Borrower Loans shall be paid solely out of net proceeds from the Property owned by the Debtor and shall be subject in all cases to the terms and conditions of the Loan Documents, and the payments from such sources shall be the sole and

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exclusive remedy available to any Creditor. Each such payment of principal or interest on Intra-Borrower Loans shall be subordinate and subject to the prior payment of all amounts payable under the Loan Documents. To the extent such sources of payment are insufficient to pay interest and principal on any Intra-Borrower Loan, the Creditor owed such Intra-Borrower Loan shall not have any claim against the Debtor which owes such Intra-Borrower Loan for such amounts or lien on or security interest in any of the assets of such Debtor and no further or additional recourse shall be available against the Debtor. All payments pursuant to Intra-Borrower Loans shall be made on a net basis. All payments received on account of any Intra-Borrower Loan under this Agreement shall be credited first to interest, then to principal. Accrued but unpaid interest shall not be compounded.

4. **Costs and Expenses.** The Borrowing Parties, jointly and severally, shall be responsible for and shall pay, all reasonable costs and expenses incurred by Lender in connection with a Cross-Collateralization and a release of any Property from a Cross-Collateralization, including, without limitation, reasonable attorneys' fees and expenses, title insurance search fees and premiums, filing and recording fees and taxes, if any.

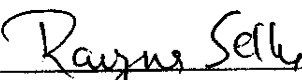
5. **Default.** Any default by any of the Borrowing Parties in fulfilling any of its obligations hereunder shall constitute an Event of Default under each of the First Borrower Loan Documents, the Second Borrower Loan Documents and the Third Borrower Loan Documents (as the term "Event of Default" is defined therein).

6. **Further Assurances.** The Borrowing Parties agree to execute and deliver any further documents and instruments as Lender may require to effectuate the Cross-Collateralization contemplated hereby. The Borrowing Parties further acknowledge and agree that Lender may require that this Agreement be amended at any time and from time to time to remove any of the Properties from the Cross-Collateralization, and each agrees to execute and deliver such documents as Lender may require in connection therewith. Each of the Borrowing Parties hereby appoints Lender as its attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to execute and deliver any of such documents on its behalf.

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

**FIRST BORROWER:**

  
 \_\_\_\_\_  
 Ravinder Sethi


  
 \_\_\_\_\_  
 Ranjna Sethi


[Additional Signatures on following page]

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**SECOND BORROWER:**

**RASS HOSPITALITY, LLC**, an Illinois limited liability company

By:   
Name: Ravinder Sethi  
Its: Member

By:   
Name: Anshoo Sethi  
Its: Member

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

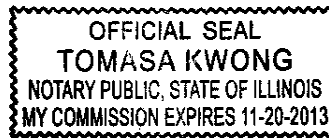
STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that RAVINDER SETHI, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of July, 2010.

Tomasa Kwong  
Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

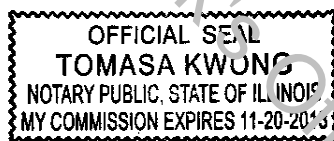


I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that RANJNA SETHI, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of July, 2010.

Tomasa Kwong  
Notary Public

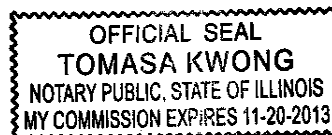
STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )



I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that RAVINDER SETHI, personally known to me to be a member of RASS HOSPITALITY, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of July, 2010.

Tomasa Kwong  
Notary Public



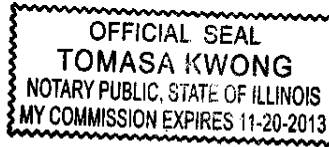
# UNOFFICIAL COPY

STATE OF Illinois )  
 )SS  
COUNTY OF Cook )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that RANJNA SETHI, personally known to me to be a member of RASS HOSPITALITY, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of July, 2010.

Tomasa Kwong  
Notary Public





**UNOFFICIAL COPY****EXHIBIT A-1****Description of the First Borrower Property****PARCEL 1:**

THAT PART OF LOT 8 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 42 FEET 4 3/4 INCHES; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 4 AND 3/4 INCHES; THENCE NORTHEASTERLY TO A POINT IN THE NORTH LINE, 3 1/2 INCHES WEST OF THE NORTHEAST CORNER OF LOT 8, THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 3 1/2 INCHES TO THE POINT OF BEGINNING AND ALL OF LOTS 9 AND 10 IN BLOCK 12 IN FOURTH ADDITION TO BOULEVARD MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
(16-32-404-044-0000)

**PARCEL 2:**

LOTS 9 AND 10 IN BLOCK 2 IN FLICK'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (16-29-301-008-0000, LOT 9 AND 16-29-301-009-0000, LOT 10)

**PARCEL 3A:**

THE EAST 26.19 FEET OF THE NORTH 125.49 FEET OF THE WEST 1 ACRE OF THAT PART OF THE WEST 20 ACRES OF LOT 6 LYING NORTH OF THE SOUTH 18 ACRES OF THE WEST 20 ACRES OF SAID LOT 6 IN ANKER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1892 AS DOCUMENT 2011234 IN COOK COUNTY, ILLINOIS.  
(29-23-102-014-0000)

**PARCEL 3B:**

LOT 1 IN VANDERBILT'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
(29-23-102-016-0000)

**PARCEL 3C:**

THE EAST 87 FEET OF LOT 2 IN VANDERBILT'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
(29-23-102-016-0000)

**UNOFFICIAL COPY****PARCEL 4:**

NORTH 100 FEET OF THAT PART OF LOT 13 LYING SOUTH OF THE SOUTH LINE OF EAST 61ST STREET IN ELISHA BAYLEY'S SUBDIVISION OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(20-10-305-018-0000)

**PARCEL 5:**

LOT 18 (EXCEPTING THEREFROM THE WEST 170 FEET THEREOF AND EXCEPTING THEREFROM THAT PART TAKEN FOR EXPRESSWAY PURPOSES) AND LOT 17 (EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 17, 10 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT IN THE NORTH LINE OF THE SOUTH 24 FEET OF LOT 18, 22 FEET EAST OF THE WEST LINE THEREOF) IN BLOCK 1 IN ARTHUR T. MCINTOSH AND CO'S SOUTHTOWN FARMS UNTI NO. 2, BEING A SUBDIVISION IN FRACTIONAL SECTION 27 AND 28, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(28-27-203-002-0000; LOT 17 AND 28-27-203-027-0000; LOT 18)

Common Addresses: 5721-23 W. 35<sup>th</sup> Street, Cicero, IL 60804;  
6302-04 W. 26<sup>th</sup> Street, Berwyn, IL 60402;  
831 E. 162<sup>nd</sup> Street, South Holland, IL 60473;  
335 E. 51<sup>st</sup> Street, Chicago, IL 60615;  
16703 S. Cicero Ave., Oak Forest, IL 60452

**PINS:**

16-32-404-044-0000;  
16-29-301-008-0000;  
16-29-301-009-0000;  
29-23-102-014-0000;  
29-23-102-016-0000;  
29-23-102-016-0000;  
20-10-305-018-0000;  
28-27-203-002-0000;  
28-27-203-027-0000

**UNOFFICIAL COPY****EXHIBIT A-2****Description of the Second Borrower Property**

THAT PART OF LOTS 10 AND 11 IN PENNOYER'S AND OTHERS' SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF THE ESTATE OF JAMES PENNOYER IN SECTION 1, SECTION 2, SECTION 11 AND SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 2, LYING SOUTH OF THE CENTER LINE OF HIGGINS ROAD AND WEST OF THE WEST LINE OF ORIGINAL LOT 2 OF THE SUBDIVISION OF THE ESTATE OF JAMES PENNOYER AFORESAID, DESCRIBED AS FOLLOWS: ALL THAT PART OF LOT 10 IN THE AFORESAID PENNOYER'S AND OTHERS' SUBDIVISION, LYING SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AND WEST OF A LINE WHICH IS PERPENDICULAR TO THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AT A POINT 105 FEET WESTERLY OF THE EAST LINE OF SAID LOT 10 (AS MEASURED ALONG THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF LOT 10, A DISTANCE OF 140.24 FEET SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AND EXTENDING WESTERLY TO A POINT OF ENDING IN THE WEST LINE OF SAID LOT 10 WHICH IS 229.39 FEET SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) ALL THAT PART OF LOT 11 IN THE AFORESAID PENNOYER'S AND OTHERS' SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AND EAST OF A LINE WHICH IS PERPENDICULAR TO THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) AT A POINT 205.00 FEET EASTERLY OF THE WEST LINE OF SAID LOT 11 (AS MEASURED ALONG THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED)) AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 11, A DISTANCE OF 208.49 FEET SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED) (SAID WEST LINE OF LOT 11 HAVING AN ASSUMED BEARING OF SOUTH); THENCE SOUTH 59 DEGREES, 27 MINUTES, 32 SECONDS EAST, A DISTANCE OF 86.48 FEET; THENCE SOUTH 70 DEGREES, 36 MINUTES, 51 SECONDS EAST, A DISTANCE OF 178.84 FEET; THENCE NORTH 87 DEGREES, 15 MINUTES, 54 SECONDS EAST, A DISTANCE OF 168.10 FEET TO A POINT ENDING IN THE EAST LINE OF SAID LOT 11 WHICH IS 229.39 FEET SOUTH OF THE SOUTH LINE OF HIGGINS ROAD (AS WIDENED), IN COOK COUNTY, ILLINOIS.

Common Address: 8201 W Higgins Road, Chicago, Illinois

PIN: 12-02-412-010-0000

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## EXHIBIT A-3

### Description of the Third Borrower Property

PARCEL 1: LOT 2 IN MCLEAN SECOND RESUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1990 AS DOCUMENT 90617024, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION RECORDED NOVEMBER 28, 1989 AS DOCUMENT 89566231 AND BY DEED RECORDED MAY 22, 1991 AS DOCUMENT 91244156.

Common Address: 1314 S. Plymouth Court, Chicago, Illinois

PIN: 17-21-213-046-0000