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Cook County Recorder of Deeds
Date: 10/29/2010 09:22 AM Pg: 1 of 16

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THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is dated September 23, 2010, to be effective as of August 7, 2010, by and among FIRST AMERICAN SELF STORAGE GROUP, L.L.C., an Illinois limited liability company ("Borrower"), RJB-II LIMITED PARTNERSHIP, an Illinois limited partnership ("Co-Owner"), RONALD J. BENACH, WAYNE MORETTI and MAX PLZAK (each individually, "Guarantor", and collectively, "Guarantors"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Lender").

Recitals

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of up to EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$8,750,000) pursuant to the terms and conditions of a Loan Agreement dated as of May 7, 2008, between Borrower and Lender, as amended by a Modification of Loan Documents dated as of May 7, 2009 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on July 17, 2009 as document no. 0919833033 (the "Modification"), and a Second Modification of Loan Documents dated June 22, 2010, to be effective May 7, 2010 and recorded with the Recorder on August 4, 2010 as document no. 1021633074 (together with the Modification, the "Modifications") among Borrower, Co-Owner, Guarantors and Lender (the "Loan Agreement", all terms not otherwise defined herein having the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated May 7, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender, as amended by the Modifications ("Note").

B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement and Fixture Filing dated May 7, 2008 from Borrower and Co-Owner to Lender recorded with the Recorder on May 12, 2008 as document no. 0813341069, as amended by the Modifications (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated May 7, 2008, from Borrower and Co-Owner to Lender

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and recorded with the Recorder on May 12, 2008 as document no. 0813341070, as amended by the Modifications (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated May 7, 2008 from Borrower and Guarantors to Lender, as amended by the Modifications (the "Indemnity Agreement"); (iv) that certain Guaranty of Payment dated May 7, 2008 from Guarantors to Lender, as amended by the Modifications (the "Guaranty"); and (v) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower, Lender and Guarantors desire to amend the Loan Documents in accordance with the provisions of this Agreement.

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 to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Reduction of Maximum Principal Amount of Loan.** The outstanding principal balance of the Loan as of the date of this Agreement is, and the principal amount of the Loan is hereby reduced to, \$8,648,922.31. All references in the Loan Agreement, the Note, the Mortgage and the other Loan Documents to the Loan or the Loan Amount, in either words, numbers or both, shall be deemed references, in either words, numbers or both, as appropriate, to the Loan and the Loan Amount, respectively, in the principal amount of Eight Million Six Hundred Forty-Eight Thousand Nine Hundred Twenty-Two and 31/100 Dollars (\$8,648,922.31).

2. **Extension of Maturity Date.** The Maturity Date of the Loan is hereby extended from August 7, 2010 to August 7, 2012. All references in the Loan Agreement, Note, Mortgage and the other Loan Documents to the Maturity Date, or to August 7, 2010 as the maturity date of the Loan, shall be deemed references to August 7, 2012 as the Maturity Date of the Loan.

3. **Amendment to Loan Agreement.** The Loan Agreement is amended as follows:

(a) Section 1.1 is amended as follows:

(i) The definition of "Loan" is deleted, and the following is inserted in its place:

Loan: The loan being made by Lender to Borrower in accordance with the provisions of this Agreement, in the principal amount of Eight Million Six Hundred Forty-Eight Thousand Nine Hundred Twenty-Two and 31/100 Dollars (\$8,648,922.31), for payment of a portion of the purchase price of the Premises and for payment of certain Preliminary Project Costs.

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(ii) The definition of "Loan Amount" is deleted, and the following is inserted in its place:

Loan Amount: The principal amount of the Loan, being Eight Million Six Hundred Forty-Eight Thousand Nine Hundred Twenty-Two and 31/100 Dollars (\$8,648,922.31).

(iii) The definition of "Maturity Date" is deleted, and the following is inserted in its place:

Maturity Date: August 7, 2012.

(b) The following is added as Section 3.7:

3.7 Letter of Credit. Borrower shall deliver to Lender, as additional security for the Loan, a letter of credit in favor of Lender as beneficiary, which shall be issued by a financial institution and be in form and substance acceptable to Lender, in the amount of \$150,000 (the "Letter of Credit"). The Letter of Credit may be subject to annual renewals, provided that the final expiration date of the Letter of Credit shall be no earlier than sixty (60) days after the Maturity Date

(c) The word "and" is deleted at the end of Section 8.7(d), the period at the end of Section 8.7(e) is deleted and "; and" is inserted in its place, and the following is added as Section 8.7(f):

(f) furnish to Lender such financial information regarding Borrower and the Premises as Lender may from time to time reasonably request, which shall include, without any further request therefor, (i) quarterly financial statements for Borrower and the Premises including a balance sheet and statement of income, no later than forty-five (45) days after the end of each calendar quarter, and (ii) annual financial statements for Borrower and the Premises including a balance sheet and statement of income, no later than one hundred twenty (120) days after the end of each calendar year. All such financial statements shall be in form, scope and detail reasonably satisfactory to Lender and certified by the chief financial officer or other appropriate officer or member of Borrower to be true, correct and complete in all material respects.

(d) Section 8.14 is deleted, and the following is inserted in its place:

8.14 Accounts with Lender. All operating and escrow accounts for the Premises shall be maintained with Lender. Borrower, Guarantors and their respective Affiliates shall maintain in their respective accounts with Lender, at all times during the term of the Loan, an aggregate balance of no less than \$3,000,000. Of such \$3,000,000, Borrower shall maintain in its accounts with Lender, at all times during the term of the Loan, an aggregate balance in the amount of not less than all unpaid installments of the principal amount of the Loan payable pursuant to Section 4.1(b) of the Note. Lender shall be permitted

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to lien, seize, set off or otherwise control funds on deposit in the accounts of Borrower in an amount not exceeding the amount of all unpaid installments of the principal amount of the Loan payable pursuant to Section 4.1(b) of the Note, provided that, notwithstanding anything herein or in the Loan Documents to the contrary, in no event shall Lender be permitted to lien, seize, set off or otherwise control any of such funds on deposit in the accounts of Guarantors, Affiliates of Borrower or Affiliates of any of the Guarantors.

(e) Section 11.1 is amended as follows:

(i) The word "or" appearing at the end of subsection (n) is deleted.

(ii) The period at the end of subsection (o) is deleted and "; *or*" is inserted in its place.

(iii) The following is added as subsection (p):

(p) If for any reason the Letter of Credit is not renewed to or expires prior to a date that is sixty (60) days or more after the Maturity Date.

(f) The following is added as Section 12.1(e):

(e) Draw under the Letter of Credit and apply the amount so drawn toward payment of the principal balance of the Note, interest due under the Note, or any other amounts due and payable by Borrower to Lender, in such order as Lender may elect in its sole discretion.

4. **Amendment to Note.** The Note is amended as follows:

(a) The amount "\$8,750,000" appearing in the upper left corner of the Note is deleted, and the amount "\$8,648,922.31" is inserted in its place.

(b) The phrase "EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$8,750,000)" appearing in Section 1 is deleted, and the phrase "***EIGHT MILLION SIX HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED TWENTY-TWO and 31/100 DOLLARS (\$8,648,922.31)***" is inserted in its place.

(b) All references to the Maturity Date shall be deemed references to August 7, 2012 as the Maturity Date of the Note.

(c) The phrase "two and fifty one-hundredths percent (2.50%) (the "Applicable Margin")" appearing in Section 2.1(a)(ii) is deleted, and the phrase "***three percent (3.00%) (the "Applicable Margin")***" is inserted in its place.

(d) Section 4.1(b) is renumbered as Section 4.1(c), and the following is added as Section 4.1(b):

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(b) *On each of the 7th day of February, May, August and November of each year during the term of the Loan, commencing August 7, 2010 through May 7, 2012, Borrower shall pay Lender an installment payment of the principal amount of the Loan in the sum of One Hundred Seven Thousand Five Hundred Dollars (\$107,500).*

5. **Amendment to Mortgage.** Recital A of the Mortgage is deleted, and the following is inserted in its place:

A. *Pursuant to the terms and conditions contained in that certain Construction Loan Agreement dated as of even date herewith, executed by and between the Borrower and the Lender, as amended by a Modification of Loan Documents dated as of May 7, 2009 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on July 17, 2009 as document no. 0919833033 (the "First Modification"), a Second Modification of Loan Documents dated June 22, 2010, to be effective May 7, 2009 and recorded with the Recorder on August 4, 2010 as document no. 1021633074 (the "Second Modification", and a Third Modification of Loan Documents dated September 23, 2010, to be effective August 7, 2010 (together with the First Modification and the Second Modification, the "Modifications"; such Construction Loan Agreement, as amended by the Modifications and as hereafter amended, restated, replaced or supplements, being referred to herein as the "Loan Agreement"), the Lender has agreed to loan to the Borrower the principal amount of up to Eight Million Six Hundred Forty-Eight Thousand Nine Hundred Twenty-Two and 31/100 Dollars (\$8,648,922.31) (the "Loan"). The Loan shall be evidenced by that certain Promissory Note dated May 7, 2009, as amended by the Modifications (as amended, restated or replaced from time to time, the "Note"), executed by the Borrower and made payable to the order of the Lender in the maximum principal amount of the Loan and due on August 7, 2012 (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Note, the Loan Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of the Note or delivered to induce the Lender to disburse the proceeds of the Loan (the Note and the Loan Agreement, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents"). The Loan bears interest at a variable rate.*

6. **Amendment to Guaranty.** The Guaranty is amended as follows:

(a) Section 1 is deleted and the following is inserted in its place:

1. **Guaranty of Payment.** *Each of the Guarantors hereby unconditionally, absolutely and irrevocably guaranties to the Lender, jointly and severally, the punctual payment and performance when due, whether at stated maturity or by acceleration or otherwise, of the indebtedness and other obligations of the Borrower to the Lender evidenced by the Note and any other amounts that may become owing by the Borrower under the Loan Documents (such indebtedness, obligations and other amounts are hereinafter referred to as the "Obligations"). This Guaranty is a present and continuing guaranty of payment and not of collectability, and the Lender shall not be*

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required to prosecute collection, enforcement or other remedies against the Borrower or any other guarantor of the Obligations, or to enforce or resort to any collateral for the repayment of the Obligations or other rights or remedies pertaining thereto, before calling on any of the Guarantors for payment. If for any reason the Borrower shall fail or be unable to pay, punctually and fully, any of the Obligations, the Guarantors shall jointly and severally pay such obligations to the Lender in full immediately upon demand. One or more successive actions may be brought against any or all of the Guarantors, as often as the Lender deems advisable, until all of the Obligations are paid and performed in full.

(b) Section 23 is deleted and the following is inserted in its place:

23. Liquidity. *It shall be a Guaranty Event of Default if the aggregate Liquidity (as defined below) of the Guarantors shall at any time be less than \$10,000,000. Guarantors shall deliver to Lender no later than forty-five (45) days after the end of each calendar quarter, copies of banking statements and statements from other financial institutions which shall establish that the aggregate Liquidity of Guarantors as of the end of such calendar quarter was not less than \$10,000,000. "Liquidity" means the sum of (a) the amount of unrestricted cash balances maintained with financial institutions and (b) the current market value of marketable securities.*

7. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties of Borrower in the Loan Agreement and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and to the actual knowledge of Borrower there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, 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 obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) Borrower does not own, operate or manage any property except the Property and the Other Property (as defined in the Mortgage).

(e) There has been no material adverse change in the financial condition of Borrower 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.

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(f) As of the date hereof, Borrower has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(g) Borrower has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. 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. This Agreement has been duly executed and delivered on behalf of Borrower.

8. **Representations and Warranties of Co-Owner.** Co-Owner hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties of Co-Owner in the Mortgage and Assignment of Leases are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Mortgage or the Assignment of Leases, and to the actual knowledge of Co-Owner there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Mortgage or Assignment of Leases.

(c) The Mortgage and Assignment of Leases 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 Co-Owner 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 Co-Owner since the date of the most recent financial statement of the Co-Owner received by Lender.

(e) As of the date hereof, Co-Owner has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan or the Mortgage or the Assignment of Leases as modified herein.

(f) Co-Owner has the requisite power and authority to execute and deliver this Agreement and to perform the Mortgage and Assignment of Leases as modified herein. The execution and delivery of this Agreement and the performance of the Mortgage and Assignment of Leases as modified herein have been duly authorized by all requisite action by or on behalf of Co-Owner. This Agreement has been duly executed and delivered on behalf of Co-Owner.

9. **Representations, Warranties and Covenants of Guarantors.** Each Guarantor hereby represents, warrants and covenants, with respect to himself only, to Lender as follows:

(a) The representations and warranties of such Guarantor in the Indemnity Agreement and the Guaranty are true and correct in all material respects as of the date hereof.

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(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Indemnity Agreement or the Guaranty, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Indemnity Agreement and the Guaranty 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 such Guarantor, 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 such Guarantor from the date of his most recent financial statement received by Lender.

(e) As of the date hereof, such Guarantor has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreement or the Guaranty.

(f) This Agreement has been duly executed and delivered on behalf of such Guarantor.

10. **Reaffirmation of Guaranty and Indemnity Agreement.** Each Guarantor ratifies and reaffirms the Guaranty and the Indemnity Agreement and agrees that the Guaranty and the Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement and the modification of the Guaranty pursuant to this Agreement.

11. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue, with respect to Lender's title insurance policy No. 1401-008323134 (the "Title Policy"), a date-down endorsement covering the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage as amended hereby, 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.

12. **First Installment Payment of Principal.** Immediately after the execution of this Agreement, Borrower shall pay the first installment payment of the principal amount of this Note in the sum of \$107,500. The principal amount of the Note, after giving effect to such installment payment, shall be reduced to \$8,541,422.31.

13. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall 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 a loan modification fee in the amount of \$43,215.00.

14. **Miscellaneous.**

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

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(b) This Agreement shall not be construed more strictly against Lender than against Borrower, Co-Owner or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Co-Owner, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Co-Owner, Guarantors 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 or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. 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, Co-Owner or Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Co-Owner, Guarantors and Lender each acknowledge 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, Co-Owner, Guarantors 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.

(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 "Loan Agreement", "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the 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 each of Borrower's, Co-Owner's and Guarantors' obligations under this Agreement.

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

LENDER:

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois banking corporation

By: [Signature]
Name: Jacob Noble
Title: Managing Director

BORROWER:

FIRST AMERICAN SELF STORAGE GROUP,
L.L.C., an Illinois limited liability company

By: [Signature]
Name: Wayne Moretti
Title: manager

CO-OWNER:

RJB-II LIMITED PARTNERSHIP, an Illinois limited partnership

By: **RJB-II Corporation,** an Illinois corporation, its General Partner

By: [Signature]
Name: Wayne Moretti
Title: president

GUARANTORS:

[Signature]
Ronald J. Benach

[Signature]
Wayne Moretti

[Signature]
Max Plzak

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 2 ½ ACRES AND EXCEPT THE EAST 40 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE LANDS OF THE MINNA CARLE ESTATE IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THAT PART CONVEYED TO ILLINOIS TOLLWAY COMMISSION BY WARRANTY DEED DATED AUGUST 16, 1957 AND RECORDED OCTOBER 14, 1957 AS DOCUMENT NUMBER 17037291) IN SUPERIOR COURT COMMISSIONER'S PARTITION (MADE IN CASE 34S18200) OF LANDS OF MINNA CARLE ESTATE (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION IN CASE NO. 95L50192), IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ OF SOUTHEAST ¼ OF SECTION 9, WHICH IS 690.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 9; THENCE SOUTH 302.72 FEET ALONG THE EAST LINE OF SAID SOUTHWEST ¼; THENCE WEST, 660.89 FEET TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ WHICH IS 992.07 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 9; THENCE NORTH TO A POINT 690.00 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE EAST TO THE PLACE OF BEGINNING.

OTHERWISE KNOWN AS:

LOT 3 IN THE SUPERIOR COURT COMMISSIONER'S PARTITION OF THE LANDS OF THE MINNA CARLE ESTATE IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

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RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, EXCEPT THAT PART THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED SEPTEMBER 7, 1957 AND RECORDED AS DOCUMENT NO. 17071229 AND EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION IN CASE NO. 95L50192, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, 10 CHAINS (660.00 FEET) WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE WEST 10 CHAINS (660.00 FEET) TO THE SOUTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 9 AFORESAID; THENCE NORTH 4.65 CHAINS (306.90 FEET); THENCE EAST 10 CHAINS (660.00 FEET), THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPTING FROM SAID TRACT THAT PART THEREOF FALLING WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE AFORESAID SECTION 9, THENCE WEST 828.21 FEET ALONG THE SOUTH LINE OF THE AFORESAID SECTION 9, FOR A POINT OF BEGINNING; THENCE CONTINUING WEST 303.17 FEET ALONG THE AFORESAID SOUTH LINE OF SECTION 9; THENCE NORTHERLY 310.55 FEET ON A CURVED LINE, SAID CURVE BEING TO THE LEFT AND HAVING A RADIUS OF 11,309.16 FEET, WHOSE TANGENT FORMS AN ANGLE OF 99 DEGREES 39 MINUTES 05 SECONDS TO THE RIGHT OF THE AFORESAID SOUTH LINE OF SECTION 9 EXTENDED; THENCE EASTERLY 433.75 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 81 DEGREES 55 MINUTES 18 SECONDS TO THE RIGHT OF THE TANGENT OF THE AFORESAID CURVED LINE, EXTENDED; THENCE SOUTHERLY 284.26 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 92 DEGREES 47 MINUTES 33 SECONDS TO THE RIGHT OF THE AFORESAID EASTERLY LINE, EXTENDED; THENCE WESTERLY 164.11 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 87 DEGREES 00 MINUTES 04 SECONDS TO THE RIGHT OF THE AFORESAID SOUTHERLY LINE, EXTENDED; THENCE SOUTHERLY 30.56 FEET ON A CURVED LINE; SAID CURVE BEING TO THE RIGHT AND HAVING A RADIUS OF 11,609.16 FEET, TO THE POINT OF BEGINNING; AND EXCEPTING FROM SAID TRACT THAT PART THEREOF FALLING WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE AFORESAID SECTION 9, THENCE WEST 10 CHAINS ALONG THE SOUTH LINE OF THE AFORESAID SECTION 9, FOR A POINT OF BEGINNING ; THENCE NORTHERLY 34.13 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 37 MINUTES 24 SECONDS TO THE RIGHT OF THE AFORESAID SOUTH LINE OF SECTION 9, EXTENDED; THENCE WESTERLY 164.11 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 92 DEGREES 59 MINUTES 56 SECONDS TO THE LEFT OF THE AFORESAID NORTHERLY LINE, EXTENDED; THENCE SOUTHERLY 30.56 FEET ON A CURVED LINE, SAID CURVE BEING TO THE RIGHT AND HAVING A RADIUS OF 11,609.16 FEET, WHOSE TANGENT FORMS AN ANGLE OF 79 DEGREES 22 MINUTES 32 SECONDS TO THE LEFT OF THE AFORESAID

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WESTERLY LINE, EXTENDED; THENCE EASTERLY 168.21 FEET ALONG A LINE, TO THE POINT OF BEGINNING; AND EXCEPTING FROM SAID TRACT THAT PART THEREOF FALLING WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE AFORESAID SECTION 9; THENCE WEST 1,131.38 FEET ALONG THE SOUTH LINE OF THE AFORESAID SECTION 9, FOR A POINT OF BEGINNING; THENCE CONTINUING WEST 189.48 FEET ALONG THE AFORESAID SOUTH LINE OF SECTION 9; THENCE NORTHERLY 306.90 FEET ALONG THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE AFORESAID SECTION 9; THENCE EAST 50.02 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 30 MINUTES 40 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED; THENCE SOUTH 251.91 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 29 MINUTES 20 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED; THENCE SOUTHEASTERLY 50 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 45 DEGREES 45 MINUTES 25 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE EASTERLY 109.48 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 47 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE SOUTHERLY ALONG A CURVED LINE 23.06 FEET, SAID CURVE BEING TO THE RIGHT AND HAVING A RADIUS OF 11,309.16 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PIN(S): 09-09-401-064-0000
 09-09-402-009-0000
 09-09-402-010-0000
 09-09-402-012-0000

Address: 2200 East Golf Road
 Des Plaines, Illinois

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I MARIA T. ESPARZA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jacob Noble, MD of The PrivateBank and Trust Company, an Illinois banking corporation, 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 (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 28th day of September, 2010.

Maria T. Esparza
NOTARY PUBLIC
(SEAL)

My commission expires 6/26/11.

"OFFICIAL SEAL"
MARIA T. ESPARZA
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/26/2011

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Moretti, the Manager of First American Self Storage Group, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of September, 2010.

Karen E. Schell
Notary Public

My commission expires 8-7-12.

OFFICIAL SEAL
KAREN E SCHELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/07/12

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Monetti, the president of RJB-II Corporation, an Illinois corporation, the General Partner of RJB-II Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as such General Partner, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of September, 2010.

Karen E. Schell
Notary Public

My commission expires 8-7-12.



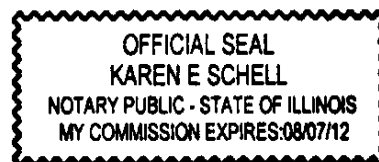
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Karen E. Schell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald J. Benach, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of September, 2010.

Karen E. Schell
NOTARY PUBLIC
(SEAL)

My commission expires 8-7-12.



UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Karen E. Schell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Wayne Moretti, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of September, 2010.

Karen E. Schell
NOTARY PUBLIC
(SEAL)

My commission expires 8-7-12.



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Karen E. Schell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Max Plzak, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of September, 2010.

Karen E. Schell
NOTARY PUBLIC
(SEAL)

My commission expires 8-7-12.

