

# UNOFFICIAL COPY



6/9 2010-7243

THIS INSTRUMENT PREPARED BY:  
Bruce A. Salk  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

Doc#: 1035749104 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/23/2010 03:09 PM Pg: 1 of 16

~~AND AFTER RECORDING MAIL TO:~~  
Sylvia Spear Netzel  
Commercial Loan Coordinator  
MB Financial Bank, N.A.  
6111 North River Road - 9th Floor  
Rosemont, IL 60018

Property of Cook County Office

## MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 6th day of December, 2010, by and among EDWARD F. NAPLETON ("Borrower"), NAPLETON INVESTMENT PARTNERSHIP, LP, a Delaware limited partnership ("Mortgagor") (Borrower and Mortgagor are hereinafter collectively referred to as the "Obligors") and MB FINANCIAL BANK, N.A., a national banking association, success in interest to Oak Brook Bank ("Lender").

### WITNESSETH:

**WHEREAS**, Borrower has executed and delivered to Lender that certain promissory note dated March 24, 2004 in the original principal sum of Four Million and 00/100 Dollars (\$4,000,000.00) (the "Note"), which Note evidences a revolving line of credit loan extended by Lender to Borrower (the "Loan"), and is secured by the following documents (the following documents and any and all other instruments executed by any Obligor in connection with the Loan, together with the Amended Note as hereinafter defined, are hereinafter collectively referred to as the "Loan Documents"):

- (i) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0415349038 (the "95th Street Mortgage") on property commonly known as 5800 95th Street, Oak Lawn, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "95th Street Premises");
- (ii) Junior Assignment of Leases and Rents dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0415349039 against the 95th Street Premises (the "95th Street Assignment of Rents");
- (iii) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder

116x  
Sylvia Spear Netzel

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of Deeds of Cook County, Illinois, as Document No. 0415349042 (the "Calumet City Mortgage") on property commonly known as 1951 River Oaks Drive, Calumet City, Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Calumet City Premises");

- (iv) Junior Assignment of Leases and Rents dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0415349043 against the Calumet City Premises (the "Calumet City Assignment of Rents");
- (v) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R2004-149838 (the "Elmhurst Mortgage") on property commonly known as 727 West Grand/745 West Lake, Elmhurst, Illinois and legally described on Exhibit "C" attached hereto and made a part hereof (the "Elmhurst Premises");
- (vi) Junior Assignment of Leases and Rents dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R2004-149839 against the Elmhurst Premises (the "Elmhurst Assignment of Rents");
- (vii) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R2004-168332 (the "Hinsdale Mortgage") on property commonly known as 336 East Ogden Avenue, Hinsdale Illinois and legally described on Exhibit "D" attached hereto and made a part hereof (the "Hinsdale Premises"); and
- (viii) Junior Assignment of Leases and Rents dated as of March 24, 2004 granted by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R2004-168333 against the Hinsdale Premises (the "Hinsdale Assignment of Rents");

**WHEREAS**, the 95th Street Mortgage, the Calumet City Mortgage, the Elmhurst Mortgage and the Hinsdale Mortgage shall hereinafter collectively be called the "Mortgages" and singularly, a "Mortgage"; and

**WHEREAS**, the 95th Street Assignment of Rents, the Calumet City Assignment of Rents, the Elmhurst Assignment of Rents and the Hinsdale Assignment of Rents shall hereinafter collectively be called the "Assignments" and singularly, an "Assignment"; and

**WHEREAS**, the 95th Street Premises, the Calumet City Premises, the Elmhurst Premises and the Hinsdale Premises shall hereinafter collectively and individually be called the "Premises"; and

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**WHEREAS**, Obligors are desirous of (i) changing the interest rate charged on the Note, (ii) changing the maturity date of the Note, and (iii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of each Mortgage held by Lender is a valid, second and subsisting lien on the Premises described in such Mortgage and that the execution of this Modification Agreement will not impair the lien of any Mortgage and that there is no existing third mortgage or other liens subsequent to the lien of each Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. All capitalized terms used herein and not defined shall have the meaning set forth in the Mortgages.
3. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the principal amount of Four Million and 00/100 Dollars (\$4,000,000.00), payable to the order of Lender on November 15, 2011 together with interest payable periodically as therein described (the "Amended Note"). (Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$4,000,000.00 revolving line of credit loan made by Lender to Borrower and evidenced by the Amended Note.) Borrower and Lender hereby waive the provisions of Section 2.4 of the Note which provided for a conversion of the revolving line of credit loan evidenced by the Note to a term loan.
4. Each Mortgage is hereby modified as follows:
  - a. The name of the mortgagee is hereby amended to be "ME Financial Bank, N.A., a national banking association, successor in interest to Oak Brook Bank".
  - b. The second paragraph on page 1 is amended in its entirety to read as follows:
 

"Edward F. Napleton ("Borrower") has executed and delivered to Mortgagee an Amended and Restated Promissory Note (the "Note") in the principal sum of Four Million Dollars (\$4,000,000.00) dated December 6, 2010 and payable to the order of Mortgagee on November 15, 2011, and bearing interest and payable as set forth in the Note."
  - c. In Section 15.8, "Section 9-402(6)" is amended to read "Section 9-502".
  - d. In the section entitled "Default", all references to "any co-maker of the Note" are amended to read "Borrower".
  - e. In the section entitled "Notices", the addresses for the mortgagee and its counsel are amended to read as follows:

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"To Mortgagee: MB Financial Bank, N.A.  
6111 North River Road - 9th Floor  
Rosemont, Illinois 60018  
Attn: Carl R. Anfenon

With a copy to: Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062  
Attn: Bruce Salk"

5. Each Assignment is hereby modified as follows:

a. The name of the lender is hereby amended to be "MB Financial Bank, N.A., a national banking association, successor in interest to Oak Brook Bank".

b. The second paragraph on page 1 is amended in its entirety to read as follows:

"WHEREAS, Edward F. Napleton ("Borrower") has executed an Amended and Restated Promissory Note dated December 5, 2010 payable to the order of Lender in the principal sum of Four Million Dollars (\$4,000,000.00) ("Note"), and Assignor has executed a Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 (as modified from time to time, the "Mortgage"), to secure the Note, conveying the premises ("Premises") legally described in Exhibit A hereto; and"

c. In the Assignment for the Hinsdale Premises, in Section 2, the word "Borrower" is hereby amended to read "Assignor".

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement. (Each reference in the Loan Documents to the term "Note" shall be deemed to be a reference to the Amended Note.)

7. Except for the modifications stated herein, the Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein or therein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a non-refundable modification fee in the amount of \$5,000.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such

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Additional Fees shall be paid by Obligor within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

9. The Premises described in each Mortgage shall remain in all events subject to the lien, charge or encumbrance of such Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of such Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, any Mortgage and/or any Assignment, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledges that he or it has no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note and other Loan Documents, as so amended.

12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

15. Lender's consent to this Modification Agreement shall be subject to Lender (or Lender's nominee) having received the following in a form and substance acceptable to Lender on or before December 31, 2010 (the "Modification Termination Date"):

(a) An endorsement to Chicago Title Insurance Company Loan Policy No. 72107-1735589 (the "Title Policy") which (i) amends the description of the Mortgages insured under the Title Policy to include this Modification Agreement, (ii) amends the description of the Assignments to include this Modification Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Modification Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Lender, (v) states that all real estate taxes and assessments applicable to the Premises which are due and payable as of the date of such endorsement have been paid in full, and (vi) evidences that the 95<sup>th</sup> Street Mortgage is a second mortgage subject

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only to the first mortgage in favor of Lender, and that all of the other Mortgages are first and prior liens.

- (b) the Amended Note.
- (c) Such other documents as Lender may reasonably require.

The Obligors' failure to deliver the aforementioned documents and items to Lender on or before the Modification Termination Date shall, at the option of Lender, result in this Modification Agreement (including all agreements and waivers of Lender contained herein) being null and void.

16. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK OR DUPAGE, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY ACREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

17. RELEASE. EACH OBLIGOR, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "BORROWER PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS LENDER AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "LENDER PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES,

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DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE BORROWER PARTIES HAVE AS OF THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT OR MAY CLAIM TO HAVE AGAINST THE LENDER PARTIES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL TRANSACTIONS RELATING TO THE LOAN DESCRIBED HEREIN OR THE LOAN DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE LENDER PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE LENDER PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE LENDER PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE BORROWER PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF LENDER CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE BORROWER PARTIES REPRESENTS AND WARRANTS TO LENDER THAT SHE, HE OR IT: (I) READ THIS MODIFICATION AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (II) EXECUTES THIS MODIFICATION AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS MODIFICATION AGREEMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE BORROWER PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

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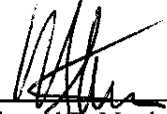
**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.

MORTGAGOR:


NAPLETON INVESTMENT PARTNERSHIP, LP, a Delaware limited partnership

By: Napleton Management Company, LLC, a Delaware limited liability company, its General Partner

By: The Edward F. Napleton Revocable Self-Declaration of Trust a/t/d 10/1/1992, its Manager

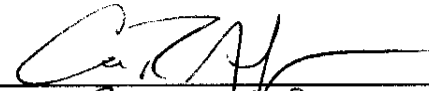
By:   
Name: Edward F. Napleton  
Title: Trustee

BORROWER:

  
\_\_\_\_\_  
Edward F. Napleton

LENDER:

MB FINANCIAL BANK, N.A., a national banking association, successor in interest to Oak Brook Bank

By:   
Name: Carl R. Anerson  
Title: S.V.P.



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DuPage        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Edward F. Napleton, the Trustee of The Edward F. Napleton Revocable Self-Declaration of Trust a/t/d 10/1/1992, the manager of Napleton Management Company, LLC, a Delaware limited liability company (the "LLC"), the General Partner of Napleton Investment Partnership, LP, a Delaware limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 Trust, on behalf of and as the manager of the LLC, on behalf of and as the General Partner of the Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of December, 2010.



My Commission Expires

Michele Parker  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPage        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward F. Napleton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 10<sup>th</sup> day of December, 2010.



My Commission Expires

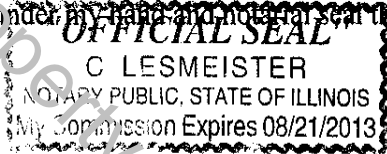
Michele Parker  
Notary Public

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STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Carl R. Anfenson, a Senior Vice President of MB Financial Bank, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, 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 national banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of December, 2010.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/21/13

mailto:

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## EXHIBIT "A"

**PINS:** 24-05-423-020-0000  
 24-05-400-067-0000  
 24-05-413-009-0000  
~~24-05-413-019-0000~~  
 24-05-413-020-0000  
~~24-05-413-021-0000~~  
 24-05-413-029-0000

**Address:** 5800 W. 95th Street, Oak Lawn, IL 60453  
 5830 W. 95th Street, Oak Lawn, IL 60453  
 9453 Menard Avenue, Oak Lawn, IL 60453

### PARCEL 3:

LOTS 4 THROUGH 8 AND THE EAST 23 FEET OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ALSO

THE EAST 23 FEET OF THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

### ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD, AFORESAID LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND EAST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

### ALSO

LOT 9 (EXCEPT THE EAST 23 FEET THEREOF) AND LOT 10 IN 95TH STREET ADDITION TO LYNWOOD, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ALSO

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THAT PART OF LOTS 12, 13 AND 14 IN 95TH ST ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AND LYING WEST OF A LINE 23 FEET WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTHEASTERLY 1/2 OF VACATED JAMES PLACE LYING NORTHWESTERLY OF AND ADJOINING LOTS 12 AND 13 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID AND LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 11 AND THE EASTERLY 1/2 OF VACATED JAMES PLACE LYING WEST OF AND ADJOINING SAID LOT 11 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO;

THE WESTERLY HALF OF VACATED JAMES PLACE LYING EASTERLY OF AND ADJOINING LOT 2 IN THE SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 394, 395, 396 AND 397 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

**PIN:** 29-24-100-033-0000

**Address:** 1910 159th Street (River Oaks Drive), Calumet City, IL 60409

PARCEL 1:

THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24 AND THAT PART OF LOT 1 LYING NORTH OF THE CENTER OF THE LITTLE CALUMET RIVER IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY OF 159TH STREET, AS DEDICATED BY DOCUMENT 25546780, A DISTANCE OF 75 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD, THENCE SOUTH 37 DEGREES, 49 MINUTES 47 SECONDS EAST 109.63 FEET ON A LINE PARALLEL WITH LAST SAID WESTERLY RIGHT OF WAY LINE; THENCE DUE SOUTH 233.41 FEET; THENCE DUE WEST 239.72 FEET; THENCE DUE NORTH 277 FEET; THENCE DUE WEST 31 FEET; THENCE DUE NORTH 43 FEET TO SAID SOUTH RIGHT OF WAY LINE OF 159TH STREET, THENCE DUE EAST 203.47 FEET ALONG LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

PERPETUAL NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109000 AND SAGA RESTAURANTS, INC. DATED SEPTEMBER 23, 1987 AND RECORDED OCTOBER 13, 1987 AS DOCUMENT 87551807 AND AS AMENDED BY DOCUMENT NUMBER 96690100 OVER THE FOLLOWING:

THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 24 AND THAT PART OF LOT 1 (LYING NORTH OF THE LITTLE CALUMET RIVER) IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY LINE OF 159TH STREET, AS DEDICATED BY DOCUMENT NUMBER 25546780, A DISTANCE OF 278.47 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE DUE SOUTH 43 FEET; THENCE DUE EAST 31 FEET; THENCE DUE SOUTH 277 FEET; THENCE DUE WEST 300.82 FEET THENCE NORTH 30 DEGREES, 44 MINUTES, 09 SECONDS WEST 76.67 FEET; THENCE DUE NORTH 249.10 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PARK AVENUE AS DEDICATED BY DOCUMENT NUMBER

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24296287, TO THE SOUTH LINE OF THE NEW 159TH STREET RIGHT OF WAY, THENCE DUE EAST 22.14 FEET; THENCE NORTH 87 DEGREES, 08 MINUTES, 15 SECONDS EAST 100.12 FEET THENCE DUE EAST 186.87 FEET ALL ALONG THE NEW SOUTH RIGHT OF WAY LINE, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "C"

**PIN:** 03-27-401-004-0000

**Addresses:** 727 W. Grand Avenue, Elmhurst, IL 60126  
745 W. Lake Street, Elmhurst, IL 60126

**PARCEL 9:**

THAT PART OF LOT 4 IN FISCHER'S ASSESSMENT DIVISION, BEING A SUBDIVISION IN SECTIONS 26, 27 AND 35, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF RELOCATED GRAND AVENUE ACCORDING TO CONDEMNATION CASE NUMBER C68-423 AND NORTHERLY OF THE NORTHERLY LINE OF LAKE STREET AS WIDENED, IN DUPAGE COUNTY, ILLINOIS.

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## EXHIBIT "D"

**PINS:** 09-01-211-002-0000  
 09-01-211-001-0000  
 09-01-211-003-0000  
 09-01-211-004-0000

**Address:** 336 E. Ogden, Hinsdale, IL 60521

### PARCEL 6:

LOTS 14, 15, 16 AND 71 (EXCEPT THE SOUTH 60 FEET AND EXCEPT THE WEST 30 FEET THEREOF) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT NO. 155000, IN DUPAGE COUNTY, ILLINOIS.

### PARCEL 7:

A PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID NORTHEAST 1/4 279 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 938.41 FEET TO THE NORTHWEST CORNER OF LOT 16 IN HINSDALE HIGHLANDS, FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER 300 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 200 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 300 FEET TO AN IRON STAKE ON THE SOUTH LINE OF OGDEN AVENUE; THENCE NORTH 79 DEGREES 48 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

### PARCEL 8:

LOT 13 AND THE SOUTH 60 FEET OF LOT 71 (EXCEPT THE WEST 30 FEET THEREOF TAKEN FOR A PUBLIC STREET) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT NUMBER 155000, IN DUPAGE COUNTY, ILLINOIS.