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**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Doc#: 1105631113 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/25/2011 04:12 PM Pg: 1 of 19

ADDRESS OF PROPERTY:
1401-1413 West 127th Street
Calumet Park, IL 60827

12700 South Loomis Street
Calumet Park, IL 60827

PERMANENT INDEX NOS.:
25-32-116-032-0000
25-32-116-033-0000

SECOND LOAN MODIFICATION AGREEMENT

THIS SECOND LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 5th day of December, 2010 by and among **MB FINANCIAL BANK, N.A.** ("Lender"), **H & F INVESTMENT GROUP, LLC**, an Illinois limited liability company ("Borrower"), **H & F INVESTMENT GROUP, LLC - SERIES 1**, an Illinois limited liability company ("Mortgagor"), and **HOSAM BADER** ("Bader"), and **FAYEZ MIZYED** ("Mizyed" and, together with Bader, herein individually and collectively called "Guarantor").

WITNESSETH:

WHEREAS, Mortgagor is the owner of certain real estate commonly known as 1401-1413 West 127th Street and 12700 South Loomis Street which is located in the Village of Calumet Park, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of One Million Eight Hundred Ninety Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,896,666.00), which principal sum has subsequently been increased to One Million Nine Hundred Fifty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,956,666.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of January 15, 2010 unless otherwise stated:

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(a) Promissory Note (the "Note") made by Borrower to Lender in the stated principal sum of One Million Eight Hundred Ninety Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,896,666.00);

(b) Commercial Guaranty (herein called the "Bader Guaranty") made by Bader in favor of Lender;

(c) Commercial Guaranty (herein called the "Mizyed Guaranty") made by Mizyed in favor of Lender;

(d) Commercial Guaranty (herein called the "Zayyad Guaranty") made by **OMAR ZAYYAD** ("Zayyad") in favor of Lender;

(e) Guaranty of Completion and Performance (herein called the "Completion and Performance Guaranty" and, together with the Bader Guaranty, Mizyed Guaranty and Zayyad Guaranty, herein individually and collectively called the "Guaranty") made by Guarantor and Zayyad in favor of Lender;

(f) Construction Mortgage (herein called the "Mortgage") made by Mortgagor to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") on March 16, 2010 as Document No. 1007531037;

(g) Assignment of Rents (herein called the "Assignment") made by Mortgagor, as assignor, to Lender, as assignee, which was recorded in the Recorder's Office on March 16, 2010 as Document No. 1007531038;

(h) Construction Loan Agreement (herein called "Loan Agreement") by and between Borrower and Lender; and

(i) Loan Modification Agreement dated December 5, 2010 by and among Borrower, Mortgagor, Guarantor, Zayyad and Lender, which was recorded in the Recorder's Office as Document No. 1102644016; and

WHEREAS, Borrower has requested from Lender that Zayyad be released from any obligations under the Loan, the Zayyad Guaranty, the Completion and Performance Guaranty and the Loan Documents; and Lender has agreed, subject to the terms of this Agreement, to said release of Zayyad from any obligations under the Loan, the Zayyad Guaranty, the Completion and Performance Guaranty and the Loan Documents; and

WHEREAS, Lender and Borrower have agreed to certain other modifications to the Loan Documents; and

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WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. **Payment of Fee.** For and as additional consideration of Lender agreeing to enter into this Agreement, concurrent with Borrower's execution of this Agreement, Borrower shall pay Lender a fee of Nine Thousand Seven Hundred Eighty Three Dollars and Thirty Three Cents (\$9,783.33), said fee being One-Half of One Percent (0.50%) of the sum of One Million Nine Hundred Fifty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$1,956,666.00).
4. **Release of Zayyad.** Zayyad is hereby released as a guarantor of the Loan. All reference in the Loan Documents to Guarantor shall mean and refer to the Guarantor and the Loan Documents shall be deemed amended to conform to the terms and provisions hereof
5. **Amendment to Note.** In addition to any other modifications contained in this Agreement and notwithstanding anything to the contrary contained in the Note, the Note is hereby further amended as follows:
 - a. The Maturity Date of the Note shall be December 5, 2013.
 - b. The interest rate on the Note shall be Six and One-Half Percent (6.5%) per annum.
 - c. Borrower shall make monthly payments of interest with Borrower's next payment due on January 15, 2011 and all subsequent payments are due on the same day of each month after that. Notwithstanding the foregoing, beginning with the monthly payment due on April 15, 2011, Borrower shall make monthly payments of principal and interest in the amount of Fourteen Thousand Seven Hundred Twenty Four Dollars and Eleven Cents (\$14,724.11).

Borrower shall pay all accrued interest, the unpaid principal balance of this Note and any other sums due with respect to the Loan on the Maturity Date.

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THIS IS A BALLOON NOTE. THE PAYMENT OF PRINCIPAL IS CALCULATED ON THE BASIS OF A TWENTY (20) YEAR AMORTIZATION SCHEDULE, WITH THE UNPAID BALANCE DUE ON THE MATURITY DATE, AT WHICH TIME A SUBSTANTIAL AMOUNT OF PRINCIPAL SHALL REMAIN OUTSTANDING AND BE DUE.

d. The following sections are hereby added to the Note:

"Obligations" shall mean all liabilities, indebtedness and obligations of Borrower to Lender, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, now due or to become due, direct or indirect, absolute or contingent, primary or secondary or joint or several, including without limitation all principal, accrued interest (including without limitation interest accruing after the filing of any petition in bankruptcy), present and future advances made by or on behalf of Lender, under the documents securing the Note (the "Loan Documents") to or for the benefit of Borrower, obligations of performance, charges, expenses, attorneys' fees and other sums chargeable to Borrower by Lender, collection and other costs and expenses incurred by or on behalf of Lender, whether incurred before or after judgment, and all other present and future liabilities, indebtedness and obligations of Borrower under the Loan Documents.

Borrower shall indemnify and hold Lender harmless from and against all claims, costs, expenses, actions, suits, proceedings, losses, damages and liabilities of any kind whatsoever, including but not limited to attorneys' fees and expenses, arising out of any matter relating, directly or indirectly, to the loan evidenced by this Note (the "Loan"), to the ownership, development, construction, or sale of any property securing the Loan, whether resulting from internal disputes of Borrower, disputes between Borrower and any Guarantor, or whether involving other third persons or entities, or out of any other matter whatsoever related to any of the Loan Documents, or any property encumbered thereby, but excluding any claim or liability which arises as the direct result of the gross negligence or willful misconduct of Lender. This indemnity provision shall continue in full force and effect and shall survive not only the making of the Loan and the advances but shall also survive the repayment of the Loan and the performance of all of Borrower's other obligations hereunder.

Borrower represents and warrants to Lender, as of the date of this Note, as of the date of each disbursement of Loan proceeds, as of

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the date of any renewal, extension or modification of the Loan, and at all times any indebtedness exists:

A. Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 11244 South Harlem Avenue, Worth, Illinois 60432. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning all collateral securing the Loan. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

B. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

e. The following are added as defaults under the Note:

(a) If Borrower fails to perform and comply, in a timely manner, with all terms, conditions and provisions set forth in this Note, in the Loan Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement; or

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(b) If Borrower (i) fails to comply in all respects with any and all environmental laws, or (ii) causes or permits to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities, or (iii) fails to furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources; or

(c) The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws or by or against Borrower; or

(d) If this Note or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason; or

(e) If a material adverse change occurs in any of Borrower's or any Guarantor's financial condition, or Lender believes the prospect of payment or performance of the loan evidenced by this Note is impaired.

6. **Amendment to Mortgage.** In addition to any other modifications contained in this Agreement, the terms of the Mortgage are hereby amended, as of the date hereof, as follows:

a. The Section of the Mortgage entitled "TAXES AND LIENS" is deleted in its entirety and is hereby replaced with the following:

TAXES AND LIENS. The Grantor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Grantor, if applicable to the Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby; and

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Grantor will, upon written request, furnish to the Lender duplicate receipts therefor; provided that in the event that any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment in whole or any part of the Taxes or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Lender in the Property or the manner of collection of Taxes, so as to affect this Grantor or the Indebtedness or the holder thereof, then, and in any such event, the Grantor upon demand by the Lender, will pay such Taxes, or reimburse the Lender therefor; and nothing in this Section contained shall require the Grantor to pay any income, franchise or excise tax imposed upon the Lender, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Property, and then only in an amount computed as if the Lender derived no income from any source other than its interest hereunder.

In order to assure the payment of Taxes payable with respect to the Property as and when the same shall become due and payable:

- a. The Grantor shall deposit with the Lender on the fifteenth (15th) day of each and every month, commencing with the payment due January 15, 2011, an amount equal to one-twelfth (1/12) of the Taxes next to become due upon the Property; provided that, in the case of the first such deposit, there shall be deposited in addition, an amount as estimated by Lender which, when added to monthly deposits to be made thereafter as provided for herein, shall assure to Lender's satisfaction that there will be sufficient funds on deposit to pay Taxes as they come due; provided that the amount of such deposits (herein generally called "Tax Deposits") shall be based upon Lender's reasonable estimate as to the amount of Taxes next to be payable;
- b. The aggregate of the monthly Tax Deposits, together with monthly payments of interest and/or principal and interest payable on the Note, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - i. Taxes;
 - ii. Indebtedness other than principal and interest on the Note;
 - iii. Interest on the Note;
 - iv. Amortization of the principal balance of the Note.
- c. The Lender will, out of the Tax Deposits, upon the presentation to the Lender by the Grantor of the bills therefor, pay the Taxes or will, upon presentation of receipted bills therefor, reimburse the Grantor for such payments made by the Grantor; provided that if the total Tax Deposits on hand shall not be sufficient to

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pay all of the Taxes when the same shall become due, then the Grantor shall pay to the Lender on demand any amount necessary to make up the deficiency; and if the total of such Tax Deposits exceed the amount required to pay the Taxes, such excess shall be credited on subsequent payments to be made for such items;

- d. In the event of a default in any of the provisions contained in this Mortgage, in the Note or in other Related Documents, the Lender, at its option, without being required so to do, may apply any Tax Deposits on hand on any of the Indebtedness, in such order and manner as the Lender may elect, and in such case the Grantor will replenish any Tax Deposits so applied within 5 days after Lender's demand; provided that when the Indebtedness has been fully paid, then any remaining Tax Deposits shall be paid to the Grantor;
- e. All Tax Deposits are hereby pledged as additional security for the indebtedness, and shall be held in trust to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Grantor,
- f. Notwithstanding anything to the contrary herein contained, the Lender shall not be liable for any failure to apply to the payment of Taxes any amounts deposited as Tax Deposits unless the Grantor, while no default exists hereunder, and within a reasonable time prior to the due date, shall have requested the Lender in writing to make application of such Tax Deposits on hand to the payment of the particular Taxes for the payment of which such Tax Deposits were made, accompanied by the bills therefor; and
- g. All Tax Deposits in the hands of Lender shall be held without allowance of interest and need not be kept separate and apart but may be commingled with any funds of the Lender until applied in accordance with the provisions hereof.

Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

- b. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

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7. **Amendment to Loan Agreement.** In addition to any other modifications contained in this Agreement, the Loan Agreement is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

8. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

9. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with a mortgagee's policy of title insurance ("Title Policy"), which Title Policy shall be acceptable to Lender and shall guarantee as of the date hereof that:

- a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2010 and subsequent years;
- b. reflects the recording of this Agreement; and
- c. has an effective date of the date of recording of this Agreement;

together with such other endorsements as may be required by Lender.

10. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

11. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

12. **Release.** Borrower, Mortgagor, Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively

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and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, 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 Mortgagor Parties have as of the date of this Agreement or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this 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 Mortgagee Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee 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 Mortgagee Parties arising or occurring on or before the date of this Agreement. The Mortgagor 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 Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this 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 Agreement voluntarily with full knowledge of the significance of this Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Agreement.

13. **Joinder of Mortgagor.** Notwithstanding anything to the contrary contained herein Mortgagor has entered into this Agreement for the purpose of ratifying and confirming Mortgagor's obligations under the Mortgage and Assignment, as amended hereby, and to acknowledge that the Mortgage, the Assignment and the other Loan Documents, as amended hereby, remain in full force and effect.

14. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

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15. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

(Signature Page Follows)

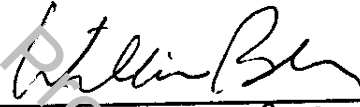
Property of Cook County Clerk's Office

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

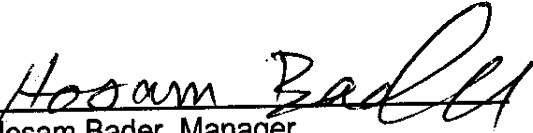

LENDER:

MB FINANCIAL BANK, N.A.

By: 
Name: WILLIAM BER
Title: VICE PRESIDENT

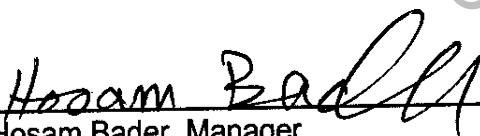

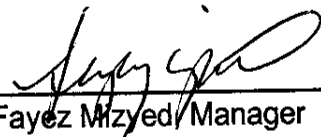
MORTGAGOR:

**H & F INVESTMENT GROUP, LLC –
SERIES 1, an Illinois limited liability
company**


By: 
Hosam Bader, Manager
By: 
Fayezi Mazyed, Manager

BORROWER:

**H & F INVESTMENT GROUP, LLC, an
Illinois limited liability company**

By: 
Hosam Bader, Manager
By: 
FAYEZ MIZYED
By: 
Fayezi Mazyed, Manager

GUARANTOR:


HOSAM BADER

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that William Ber, the Vice President of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB FINANCIAL BANK, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February, 2011.

Cassandra M. Krisk
Notary Public



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Hosam Bader**, the Manager of **H & F INVESTMENT GROUP, LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February, 2011.

Cassandra M. Krisik
Notary Public

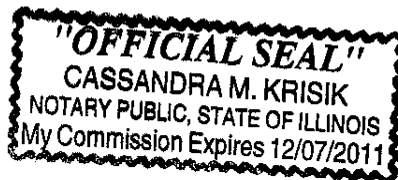
STATE OF ILLINOIS)
) SS
COUNTY OF)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Fayez Mized**, the Manager of **H & F INVESTMENT GROUP, LLC**, an **Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February, 2011.

Cassandra M. Krisik
Notary Public



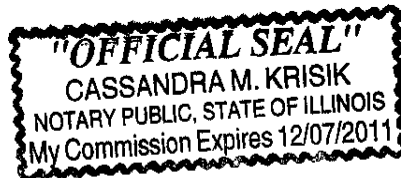
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Hosam Bader**, the Manager of **H & F INVESTMENT GROUP, LLC – SERIES 1, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC – SERIES 1**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February, 2011.

Cassandra M. Krisk
Notary Public

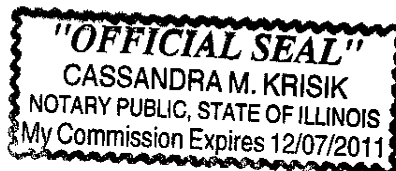


STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Fayez Mized**, the Manager of **H & F INVESTMENT GROUP, LLC – SERIES 1, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **H & F INVESTMENT GROUP, LLC – SERIES 1**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of February, 2011.

Cassandra M. Krisk
Notary Public



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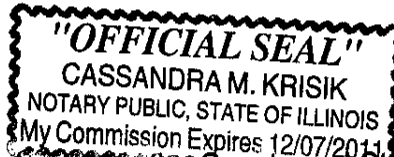
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **HOSAM BADER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 18th day of February, 2011.

Cassandra M. Krisik
Notary Public

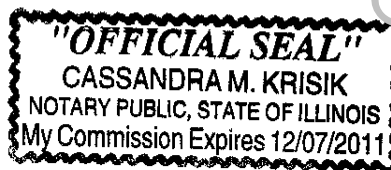
STATE OF ILLINOIS)
) SS
COUNTY OF)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **FAYEZ MIZYED**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 18th day of February, 2011.

Cassandra M. Krisik
Notary Public



UNOFFICIAL COPY**SCHEDULE 1****Bank Accounts**

Hosam Bader: Accounts

1- Marquette Bank

2600522995 Horizon Construction Team, LLC

2600381129 Horizon Realty Brokers INC

2600532283 H&F Investment Group, LLC

2600383547 HOSAM BADER (personal).

Fayez Mizyed: Accounts

Attached

UNOFFICIAL COPY

01/24/2011 21:39 0158749585
Jan 24 11 07:43p SAM BADER

CORNER AMOCO
SUBJECT

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P.1

SCHEDULE 1

Bank Accounts

FAYEZ MIZYED
Alpine Bank 500-050-244
Rockford Ill

FAYEZ MIZYED
Nadia Mizyed 9678 004 104
Associated Bank
Rockford Ill

Clerk's Office
Cook County

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Parcel 1:

The East 150 feet of the West 183 feet of the South 125 feet of the North 175 feet of the East ½ of the North ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 125 feet of the North 175 feet of the East ½ of the North ½ of the East ½ of the West ½ of the Northwest ¼ of Section 32, Township 37 North, Range 14, East of the Third Principal meridian (except the East 33 feet and the West 33 feet thereof) (except the East 150 feet of the West 183 feet of the South 125 feet of the North 175 feet thereof), in Cook County, Illinois.

Address of Property: 1401-1413 West 127th Street
Calumet Park, IL 60827

12700 South Loomis Street
Calumet Park, IL 60827

Permanent Index Nos.: 25-32-116-032-0000
25-32-116-033-0000

Cook County Clerk's Office