

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

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



Doc#: 1110404085 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/14/2011 01:18 PM Pg: 1 of 17

AFTER RECORDING RETURN TO:

Beverly Bank & Trust Company  
10258 S. Western Avenue  
Chicago, Illinois 60643  
Attn: President

This space reserved for Recorder's use only

## SECOND MODIFICATION OF LOAN DOCUMENTS

**THIS SECOND MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is executed on March \_\_, 2011 and made effective as of the 5th day of February, 2011, by and among BEACON THERAPEUTIC SCHOOL, INC. an Illinois not for profit corporation ("Borrower"), having an address of 1912 W. 103<sup>rd</sup> Street, Chicago, Illinois 60643; CHICAGO TITLE LAND TRUST COMPANY, successor in interest to Old Kent State Bank, as Trustee under Trust Agreement dated October 18, 1999 and known as Trust No. 16461 ("Chicago Trust"), BEACON SUPPORTIVE SERVICES, an Illinois not for profit corporation ("Beacon Supportive"), SUBURBAN BANK & TRUST COMPANY, not personally but as Trustee on behalf of Suburban Bank & Trust Company, as Successor Trustee to Beverly Bank w/t/a dated 07/14/77 a/k/a Trust No. 8-5807 ("Suburban Trust"; collectively, with Chicago Trust and Beacon Supportive, "Pledgor"); and BEVERLY BANK & TRUST COMPANY N.A., its successors and assigns, having an address as set forth above ("Lender" or "Bank").

### RECITALS:

A. Bank has heretofore made a term loan ("Term Loan I") to Borrower in the principal amount of SIX HUNDRED SIXTY THOUSAND AND NO/100THS DOLLARS (\$660,000.00), as evidenced by a Promissory Note dated July 31, 2009 in the principal amount of the Term Loan made payable by Borrower to the order of Bank (as amended or replaced from time to time, "Term Note I") and further evidenced and secured by a certain Loan and Security Agreement (as amended, modified and replaced from time to time, including by that certain Amendment dated August 5, 2010, the "Loan Agreement") between Borrower and Bank also dated July 31, 2009. Term Note I is secured by, among other things, (i) that certain Mortgage and Security Agreement and UCC Fixture Filing dated July 31, 2009, from Suburban Trust to Bank recorded with the Cook County, IL Recorder's Office ("Recorder's Office") as document no. 0923105061 against the real property and all improvements thereon ("Suburban Trust Property") identified and

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legally described on Exhibit A hereto (the "Suburban Trust Mortgage") and that certain Junior Mortgage and Security Agreement and UCC Fixture Filing (the "Junior Mortgage") dated July 31, 2009 from Suburban Trust to Bank recorded with the Cook County, IL Recorder's Office ("Recorder's Office") as document no. 0923105062 against the Suburban Trust Property ("Junior Mortgagor"), (ii) an Assignment of Leases and Rents dated July 31, 2009, from Suburban Trust to Bank to be recorded against the Suburban Trust Property (the "Suburban Trust Assignment of Rents") as document no. 0923105063, (iii) a Collateral Assignment Under Land Trust, and a Security Agreement Land Trust each executed by Borrower in favor of Lender with respect to the beneficial interest in Suburban Trust (together, the "Suburban Trust Beneficial Interest Security Documents") and (iv) certain other loan documents (together with Term Note I, the Loan Agreement, the Suburban Trust Mortgage, the Suburban Trust Assignment of Rents Suburban Trust Beneficial Interest Security Documents, and any other document evidencing, securing and guarantying Term Loan I, in their original form and as amended and replaced from time to time, are sometimes collectively referred to herein as the "Term Loan I Documents").

B. Bank made a term loan ("Term Loan II") to Borrower in the principal amount of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100THS DOLLARS (\$165,000.00) as evidenced by a Promissory Note, dated July 31, 2009, in the principal amount of \$165,000.00 made payable by Borrower to the order of Bank (as amended and replaced from time to time, Term Note II"). Term Loan II is further evidenced by the Loan Agreement. The Term Note II is secured by, among other things, (i) that certain Mortgage and Security Agreement and UCC Fixture Filing (the "Beacon Supportive Mortgage") dated July 31, 2009, from Beacon Supportive to Bank recorded with the Recorder's Office as document no. 0922405161 against the real property and all improvements thereon identified and legally described on Exhibit B hereto ("Beacon Supportive Property"), (ii) an Assignment of Leases and Rents ("Beacon Supportive Assignment of Rents") dated July 31, 2009, from Beacon Supportive to Bank recorded with the Recorder's Office as document no. 0922405162 against the Beacon Supportive Property; and (iii) certain other loan documents (together with the Term Loan II Note, the Loan Agreement, the Beacon Supportive Mortgage, the Beacon Supportive Assignment of Rents, and any other document evidencing, securing and guarantying Term Loan II, in their original form and as amended, are sometimes collectively referred to herein as the "Term Loan II Documents").

C. Bank made a term loan ("Term Loan III") to Borrower in the principal amount of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100THS DOLLARS (\$165,000.00), as evidenced by a Promissory Note dated July 31, 2009, in the principal amount of the Term Loan III made payable by Borrower to the order of Bank (as amended and replaced from time to time, "Term Note III) and further evidenced by the Loan Agreement. Term Note III is secured by, among other things, (i) that certain Mortgage and Security Agreement and UCC Fixture Filing dated July 31, 2009, from Chicago Trust to Bank recorded with the Recorder's Office (the "Chicago Trust Mortgage"; collectively with the Junior Mortgage, the Suburban Trust Mortgage and the Beacon Supportive Mortgage, the "Mortgages") as document no. 0923105064, which Chicago Trust Mortgage encumbers the real property and all improvements thereon identified and legally described on Exhibit C hereto (the "Chicago Trust Property"), (ii) an Assignment of Leases and Rents ("Chicago Trust Assignment of Rents") dated July 31, 2009, from Chicago Trust to Bank recorded with the Recorder's Office as document no. 0923105065 against the Chicago Trust Property (iii) a Collateral Assignment Under Land Trust and a Security Agreement Land Trust each executed by Borrower in favor of Lender with respect to the beneficial interest in Chicago Trust (together the "Chicago Trust Beneficial Interest Security

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Documents”) and (iv) certain other loan documents (together with the Term Note III, the Loan Agreement, the Chicago Trust Mortgage, the Chicago Trust Assignment of Rents, the Chicago Trust Beneficial Interest Security Documents and any other document evidencing, securing and guarantying the Term Loan III, in their original form and as amended and replaced from time to time, are sometimes collectively referred to herein as the "Term Loan III Loan Documents").

D. Bank made a revolving loan (the "Revolving Loan"; collectively with Term Loan I, Term Loan II and Term Loan III, the "Loans") to Borrower in the principal amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) as evidenced by that certain Revolving Line of Credit Note dated July 31, 2009 in the principal amount of \$1,000,000.00 made payable by Borrower to the order of Bank (as heretofore amended, modified and replaced from time to time including the Second Amended and Restated Revolving Line of Credit Note dated November 5, 2010 in the principal amount of \$1,000,000.00 made payable by Borrower to the order of Bank, the "Revolving Note"; collectively with Term Note I, Term Note II and Term Note III, the "Notes"). The Revolving Loan is further evidenced by a certain Credit Agreement (the "Credit Agreement"; together with the Loan Agreement, the "Loan Agreements") between Borrower and Bank also dated July 31, 2009 and the Loan Agreement. The Revolving Note is secured by, among other things, (i) a Continuing Security Agreement (the "Beacon Security Agreement") dated July 31, 2009 executed by Borrower in favor of Bank, and (iii) certain other loan documents (together with the Revolving Note, the Loan Agreements, the Beacon Security Agreement and any other document evidencing, securing and guarantying the Revolving Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Revolving Loan Documents"; collectively with the Term Loan I Loan Documents, the Term Loan II Loan Documents, the Term Loan III Loan Documents and the Cross Collateralization Agreement (defined below), as modified by that certain Modification of Loan Documents dated November 5, 2010 among the parties hereto recorded as Document No. 1108011058, the "Loan Documents"). The Loans are also subject to that certain Cross-Collateralization and Cross-Default Agreement ("Cross Collateralization Agreement") dated July 31, 2009 by and among the parties hereto and recorded as document no. 1025239017 with the Recorder's Office whereby the Loans are cross collateralized and cross defaulted.

E. Borrower acknowledges that the following default or event of default ("Default") under the Loan Documents has occurred and is continuing: violation of Section 5.15 of the Loan Agreement- Financial Covenant. Because of such Default (i) Lender has the right to cease the commitment of Lender to make disbursements of proceeds of the Loans under the Loan Documents, (ii) Lender has and retains the right to accelerate the Loans and exercise any and all legal rights and remedies available to Lender at law, in equity, by agreement and otherwise under the Loan Documents and (iii) Lender has not waived, does not waive and will not waive in any respect any or all of such Default or Lender's respective rights and remedies with respect thereto, except as specifically set forth below.

F. Borrower and Pledgor have requested that Lender consent to the transfer ("Transfer") of the Beacon Supportive Property from Beacon Supportive to Borrower under a warranty deed ("Transfer Deed") and other transfer agreements ("Transfer Agreements") of even date herewith and Lender is willing to consent to the Transfer on the terms and conditions more fully set forth hereinafter.

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G. The Revolving Note matured by its terms on February 5, 2011. The Borrower has requested that Lender extend the maturity date of the Revolving Note until November 5, 2011 and Lender is willing to extend the maturity date of the Revolving Note until November 5, 2011, on the terms and conditions more fully set forth hereinafter and in the Amended Note (defined below).

## AGREEMENTS:

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

### 1. Extension of the Maturity Date of Revolving Loan and Other Amendments, Consent and Waiver.

The Loan Documents are hereby amended as follows:

(i) Lender and Borrower agree that the Maturity Date for the Revolving Loan shall hereby be amended and extended from February 5, 2011 until November 5, 2011. All references in any and all Loan Documents to "Maturity Date" of the Revolving Loan or words of similar import shall now mean November 5, 2011. Borrower agrees that the Revolving Loan, together with all obligations under the Loan Documents relating to the Revolving Loan, shall be due and payable on the Maturity Date for the Revolving Loan, as amended above, or such earlier date that the Revolving Loan and all other obligations of Borrower to Lender under the Loan Documents shall be due and payable by acceleration or otherwise.

(ii) If the Modification Conditions Precedent (defined below) are fully and timely satisfied as evidenced by Lender's execution of this Agreement, the Default is hereby waived by Lender. The foregoing shall not be deemed a waiver of any other default or Event of Default which may occur or may have occurred under the Loan Documents (as amended) or any other covenants or provisions in the Loan documents or establish a custom or course of dealing among Lender, Borrower and any and all guarantor(s) of the Loans, if any.

(iii) If the Modification Conditions Precedent (defined below) are fully and timely satisfied as evidenced by Lender's execution of this Agreement, Lender hereby consents to the Transfer. Any and all references in the Loan Documents to "Beacon Supportive" or to "Pledgor" to the extent it refers to Beacon Supportive shall now be a reference to Borrower. Beacon Supportive shall, and Borrower shall cause Beacon Supportive to, dissolve itself not later than April 30, 2011.

(iii) The Leverage financial covenant in Section 5.15(a) of the Loan Agreement is hereby amended by deleting the ratio of "5.00 to 1.00" therein and substituting therefore the ratio "11.00 to 1.00".

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(iv) Section 4.5 A of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

Within forty five (45) days after and as of the end of each of its calendar months, a detailed company prepared financial statement including a balance sheet and a statement of income, cash flow and retained earnings, such financial statement certified as true and correct by an authorized officer of Borrower.

(v) Section 4.5 B of the Credit Agreement is hereby deleted in its entirety and the following is substituted therefor:

Within ninety (90) days after and as of the end of each of its fiscal years, a detailed financial statement including a balance sheet and a statement of income, cash flow and retained earnings, such financial statement, to be audited by an independent certified public accountant of recognized standing acceptable to the Bank in the Bank's reasonable discretion and certified without adverse reference to going concern value and without qualification by such independent certified public accountant.

(vi) The term "Event of Default" as used in the Loan Agreement shall include Borrower and/or Pledgor failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Borrower and Lender or Pledgor and Lender beyond any applicable notice and cure periods provided in the Loan Documents, including this Agreement.

2. **Amendment of the Note.** The Revolving Note shall be amended and restated by that certain Third Amended and Restated Revolving Line of Credit Note of even date herewith executed by Borrower in favor of Lender (the "Amended Note") in the principal amount of \$1,000,000.00. As of the date hereof, the Amended Note restates and replaces the Revolving Note and is not a repayment or novation of the Revolving Note. All references in any and all Loan Documents to the Revolving Note or word of similar import shall now mean the Amended Note. Notwithstanding any provision to the contrary in the Loan Documents, the interest rate and payments applicable to the Revolving Loan shall be as set forth in the Amended Note.

3. **Reaffirmation of Cross Collateral and Cross Default.** In addition to and not in limitation of any Loan Document, all Loans from the Lender to the Borrower will be cross collateralized and cross defaulted. Any security agreement, guaranty, mortgage, loan agreement or other agreement securing one loan of Borrower to Lender shall secure all indebtedness of Borrower to Lender. A default in the terms of any note, security agreement, guaranty, mortgage, loan agreement or other agreement from Borrower to Lender or Pledgor to Lender shall constitute a default under all other notes, security agreements, guaranties, mortgages, loan agreements or other agreements between Borrower and Lender and Pledgor and Lender.

4. **Continuing Validity.** Except as expressly modified above and by the Assumption (defined below), the terms of the original Mortgages and the other Loan Documents

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shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Agreement does not waive Lender's rights to require strict performance of the Mortgages (as amended above) nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the promissory notes or other credit agreement secured by the Mortgages. With the exception of Beacon Supportive solely under the terms of the Assumption, it is the intention of Lender to retain as liable all parties to the Mortgages and all parties, makers and endorsers to the Amended Note, including accommodation parties, unless a party is expressly released by Lender in writing. With the exception of Beacon Supportive solely under the terms of the Assumption, no maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed the original Mortgages does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

5. **Release.** In addition to the covenants and agreements to be performed by the Borrower and Pledgor as provided for herein, Borrower and each Pledgor hereby releases, waives and forever discharges and relieves Lender and all its parents, subsidiaries and affiliates and the officers, directors, agents, attorneys and employees of each (hereinafter "Releasees") from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, defenses, offsets, costs or expenses (including attorneys' fees) of any kind, character or nature whatsoever, vested or contingent, at law, in equity or otherwise (collectively, "Claims"), which Borrower or such Pledgor has or claims to have against Lender, arising out of or connected with any act or omission of Lender existing or occurring on or prior to the date of this Agreement, including without limitation, any claims, liabilities or undischarged obligations of Lender with respect to the indebtedness evidenced by the Loan Documents, which each of Borrower and/or Pledgor ever had, now has, or which may result from the past or present state of things, against or related to Releasees. Each of Borrower and Pledgor agrees to assume the risk of releasing any and all unknown, unanticipated or misunderstood Claims hereby.

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

- (a) The representations and warranties in the Amended Note, the Loan Agreement, the Mortgages and the other Loan Documents are true and correct as of the date hereof.
- (b) Except as set forth above, there is currently no Event of Default (as defined in the Loan Documents) under the Amended Note, the Mortgages or the other Loan Documents and none of the Borrower or Pledgor know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended Note, the Mortgages, 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 and Pledgor (other than Beacon Supportive except with respect to the Assumption), as applicable, enforceable in accordance with their respective terms,

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subject to limitations imposed by general principles of equity. In the event of any inconsistency or conflict between this Agreement or the Amended Note and the Loan Documents, the terms, provisions and conditions contained in this Agreement and the Amended Note shall govern and control.

(d) There has been no material adverse change in the financial condition of Borrower, Pledgor (other than Beacon Supportive ) or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, none of the Borrower or Pledgor have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Agreement and the Amended Note and the performance of the Loan Documents, as modified herein, have been duly authorized by all requisite action by or on behalf of Borrower and Pledgor. This Agreement has been duly executed and delivered on behalf of Borrower and Pledgor and is the legal, valid and binding obligations of Borrower and Pledgor enforceable in accordance with its terms. The Amended Note has been duly executed and delivered on behalf of Borrower and is the legal, valid and binding obligations of Borrower enforceable in accordance with its terms. The Transfer and the Transfer Agreements have been duly authorized by all requisite action by or on behalf of Beacon Supportive.

8. **Title Policy.** Borrower shall, at its sole cost and expense, cause the applicable Title Company ("Title Company") to issue an endorsement ("Endorsement") to Lender's title insurance policy(ies) (the "Title Policy") for the Loans, as of the date this Agreement is recorded, reflecting the recording of this Agreement, the Transfer Deed and the Assumption (defined below) and insuring the first priority of the lien of the Mortgages (except the Junior Mortgage which shall be second priority), 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.

9. **Conditions Precedent.** As conditions precedent (including the Endorsement, "Modification Conditions Precedent") to the effectiveness of Lender's agreements contained herein: (i) Borrower shall pay to Lender (A) an extension fee of \$250.00 and (B) all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement and the Assumption, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses; (ii) Borrower and Beacon Supportive shall (A) duly execute, notarize and deliver to Lender a Mortgage Assumption Agreement ("Assumption") in the form presented by Lender with respect to the Transfer, (B) provide copies of the executed Transfer Agreements to Lender which shall be in full force and effect, (C) provide the original Transfer Deed to the Title Company for recording and (D) complete the Transfer; and (iii) Borrower and Pledgor, as applicable, shall execute, deliver to Lender and notarize, as applicable, this Agreement, the Amended Note, a letter of direction for each trust Pledgor, resolutions of Borrower and Beacon Supportive authorizing this Agreement and related matters and all other documents and instruments reasonably required by Lender in connection with this Agreement, each of the forgoing in the form presented by Lender.

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## 10. Miscellaneous.

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

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Pledgor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Pledgor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Pledgor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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

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

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

(f) Any references to the "Revolving Note", the applicable "Mortgage", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the applicable Mortgage, and the other Loan Documents as amended



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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 Pledgor's, and Borrower's obligations under this Agreement.

**[SIGNATURE PAGE ATTACHED]**

Property of Cook County Clerk's Office



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

**BORROWER:**

**LENDER:**

BEACON THERAPEUTIC SCHOOL, INC.,  
an Illinois not for profit corporation

BEVERLY BANK & TRUST COMPANY  
N.A.

By: *Susan Reyna*  
Name: Susan Reyna-Guerrero  
Title: CEO/President

By: *[Signature]*  
Its: SENIOR VICE PRESIDENT

**PLEDGOR:**

BEACON SUPPORTIVE SERVICES, an  
Illinois not for profit corporation

By: *Ryan Dargis*  
Name: Ryan Dargis  
Title: President

CHICAGO TITLE LAND TRUST COMPANY, not  
Personally but as successor in interest to Old Kent State  
Bank, as Trustee under Trust Agreement dated  
October 18, 1999 and known as Trust No. 16461

**SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE**

By: \_\_\_\_\_  
Name:  
Title:

SUBURBAN BANK & TRUST COMPANY, not  
personally but as Trustee on behalf of Suburban Bank  
& Trust Company, as Successor Trustee to Beverly  
Bank u/t/a dated 07/14/77 a/k/a Trust No. 8-5807

By: *[Signature]*  
Name: MAREN M. FINN  
Title: Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Vice President, and \_\_\_\_\_, Assistant Secretary, of said CHICAGO TITLE LAND TRUST COMPANY, successor in interest to Old Kent State Bank, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY, successor in interest to Old Kent State Bank, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

My Commission Expires  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Diann Mayweather, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Susan Reyna-Guerrero, CEO/ President of BEACON THERAPEUTIC SCHOOL, INC., an Illinois corporation, 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 she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of BEACON THERAPEUTIC SCHOOL, INC., an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of March, 2011.

Diann Mayweather  
Notary Public

My Commission Expires  
9/21/14





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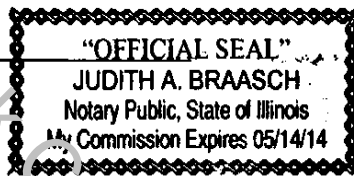
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, Judith A Braasch, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Vice President, of BEVERLY BANK & TRUST COMPANY, 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/she signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of March, 2011.

Judith A Braasch  
Notary Public

My Commission Expires  
5/14/2014



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## EXHIBIT A

### Legal Description

LOT 10 (EXCEPT THE NORTH 25 FEET THEREOF) AND ALL OF LOTS 11, 12, AND 13 IN BLOCK 4 IN WILLIAM BAKER'S SUBDIVISION OF LOTS 21 TO 25, BOTH INCLUSIVE IN BLOCK 1 AND LOTS 10, 11 AND 12 IN BLOCK 2 AND ALL OF BLOCK 3 IN CHARLES HOPKINSON'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF WASHINGTON HEIGHTS RAILROAD WITH THE EXCEPTION OF THE NORTHEAST CORNER THEREOF MARKED "A" ALSO THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-18-129-009

COMMONLY KNOWN AS: 10650 S. LONGWOOD DRIVE, CHICAGO, IL 60643

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## EXHIBIT B

### Legal Description

#### PARCEL 1:

LOT 14 (EXCEPT THE EAST 16.5 FEET THEREOF) AND LOT 15 (EXCEPT THE WEST 31.70 FEET THEREOF) IN BLOCK 5 IN BARNARD'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-412-005-0000

COMMONLY KNOWN AS: 1912 W. 103<sup>rd</sup> STREET, CHICAGO, ILLINOIS 60643

#### PARCEL 2:

LOT 12 IN THE EASTERLY 19 FEET 8-5/8 INCHES OF LOT 13 IN BLOCK 5 IN BARNARD'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-412-040; 25-07-412-047

COMMONLY KNOWN AS: 1900-1904 W. 103<sup>rd</sup> STREET, CHICAGO, ILLINOIS



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## EXHIBIT C

### Legal Description

THE WESTERLY 18-1/2 FEET OF LOT 13 AND THE EAST 16-1/2 FEET OF LOT 14 IN BLOCK 5 IN BARNARDS SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-412-046-0000

COMMONLY KNOWN AS: 1908 W. 103<sup>rd</sup> STREET, CHICAGO, ILLINOIS

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