THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Loan No. 0101540654 Standard Bank & Trust Company 7725 West 98th Street Hickory Hills, Illinois 60457

5000,



Doc#: 1118833112 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/07/2011 01:19 PM Pg: 1 of 13

#### THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 31st day of May, 2012, by and among CRYSTAL TREE GOLF AND COUNTRY CLUB, INC., an Illinois net for-profit corporation ("Company"), STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 2 2006, AND KNOWN AS TRUST NO. 19292 ("Trustee", and together with Company, both individually and collectively, "Borrower"), and STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Lender").

#### Recitals

- A. Lender has heretofore made a loan ("Loan") to Borrow's in the principal amount of THIRTEEN MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED FOUR AND 68/100 DOLLARS (\$13,483,304.68) pursuant to the terms and conditions of a Construction/Permanent Loan Agreement between Borrower and Lender dated January 25, 2007, as amended by a First Amendment to Construction/Permanent Loan Agreement between Borrower and Lender dated September 9, 2008 and a Second Amendment to Construction/Permanent Loan Agreement between Borrower and Lender effective as of Lanuary 1, 2010 (the "Loan Agreement", all terms not otherwise defined herein having the meanings set forth in the Loan Agreement). The Loan is evidenced by a Second Amended and Restated Construction Note dated March 1, 2010, to be effective January 1, 2010, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Note").
- B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement and Financing Statement from Trustee in favor of Lender dated January 26, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on January 26, 2007 as document no. 0702608204, as amended by a First Amendment to Construction Mortgage, Security Agreement and Financing Statement and First Amendment to Assignment of Rents from Trustee in favor of Lender dated September 9, 2008

and recorded with the Recorder on September 11, 2008 as document no. 0825534092, and a Second Amendment to Construction Mortgage, Security Agreement and Financing Statement and Second Amendment to Assignment of Rents from Trustee in favor of Lender dated March 1, 2010 to be effective January 1, 2010 and recorded with the Recorder on April 16, 2010 as document no. 1010646058 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"); (ii) that certain Assignment of Rents dated January 26, 2007 from Trustee in favor of Lender and recorded with the Recorder on January 26, 2007 as document no. 0702608205, as amended by the Mortgage (the "Assignment of Rents"); (iii) that certain Security Agreement Control Agreement and Collateral Assignment under Land Trust from Borrower in favor of Lender, dated January 25, 2007 (the "Conpeteral ABI"); (iv) that certain Security Agreement from Borrower in favor of Lender, dated January 25, 2007, which encumbers the Collateral, as more fully described therein (the "Security Agreement"); (v) that certain Environmental Indemnity Agreement dated January 25, 2007, from Borro ver in favor of Lender (the "Environmental Indemnity"); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Collateral ABI, the Security Agreement and the Environmental Indemnity, as well as any and all other documents or instruments of any kind or nature whatsoever made, executed and delivered to the Lender by or on behalf of the Borrower, as may have been amended from time to time, whether specifically referenced refer or otherwise, heretofore, or under or in connection with the terms of this Agreement and/or evidencing and securing the Loan, the Collateral, and the "Indebtedness", as hereinafter defined, are hereinafter collectively referred to as the "Loan Documents").

- C. All of the indebtedness evidenced by the Note, together with all accrued and unpaid interest thereon, any and all "Costs", as defined below, and any other amounts owing to the Lender under the Note, the other applicable Loan Documents, or otherwise are hereinafter collectively referred to as the "Indebtedness".
- D. Company, Trustee and Lender desire to amend the Loan Documents in accordance with the provisions of this Agreement.

#### **Agreements**

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lorder to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Construction Loan Maturity Date of the Loan are hereby extended to January 5, 2012, subject to acceleration as provided in the Loan Documents, as amended herein. All references in the Loan Agreement, Note, Mortgage, Assignment of Rents and the other Loan Documents to the Maturity Date or Construction Loan Maturity Date shall be deemed references to January 5, 2012 as the Maturity Date and Construction Loan Maturity Date of the Loan, subject to acceleration as provided in the Loan Documents, as amended herein. In addition, the Loan no longer constitutes a constitutes a construction loan, and shall be deemed a first mortgage term loan.

2. <u>Effective Date</u>. This Agreement shall be effective as of January 1, 2011, provided, however, that the principal amount of the Loan as set forth in paragraph A of the Recitals to this Agreement and Section 3 below reflects and gives effect to principal payments made by Borrower after January 1, 2011.

### 3. Additional Amendments to Note. The Note is amended as follows:

(a) The first and second paragraphs of the Note are deleted, and the following is inserted in their place:

"FOR VALUE RECEIVED, the undersigned, Standard Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated February 2, 2006, and known as Trust 19292 (hereinafter referred to as the "Trustee"), and Crystal Tree Golf and Country Crub, Inc., an Illinois not-for-profit corporation (hereinafter referred to as the "Company", with Trustee and Company sometimes being referred to individually and collectively as the context requires as "Borrower"), hereby jointly and severally promise to pay on or prior to the Naturity Date to the order of STANDARD BANK AND TRUST COMPANY, its successors and assigns ("Lender"), at its office at 7800 West 95<sup>th</sup> Street, Hickory Hills, Illinois 60457, or at such other place as may be designated by the holder of this Note, the principal sum of THIRTEEN MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND THREE MILLION FOUR AND 68/100 DOLLARS (\$13,483,304.68) or such lesser sum as is due from time to time.

"The outstanding principal amount of this Note shall bear interest through May 5, 2011 at the nominal fixed rate of six percent (%), and after May 5, 2011 at the nominal fixed rate of four and three hundred seventy-five one-thousandths percent (4.375%) (each such rate sometimes referred to herein as the "Construction Note Rate"). Interest on this Note shall be computed on its principal balance outstanding from time to time on the basis of a 360-day year and charged for the actual number of days elapsed. Borrower shall pay the principal amount of this Note and interest thereon in installments as follows:

(i) on June 5, 2011, a monthly installment of interest in the amount of \$135,254.69 shall be due and payable, and (ii) on July 5, 2011 and on the 5<sup>th</sup> day of each month thereafter, through December 5, 2011, a monthly installment of principal and interest in the amount of \$67,838.17 shall be due and payable. The unpaid principal balance of this Note, and accrued unpaid interest thereon, if not sooner paid, shall be due in full on the Construction Loan Maturity Date."

- (b) The date "January 1, 2011" appearing in the fourth paragraph on the first page of the Note is deleted, and the date "January 5, 2012" is inserted in its place.
- 4. Additional Amendments to Loan Documents. Section 1.7 of the Loan Agreement is deleted. Any and all provisions in the Loan Documents requiring Borrower to make monthly escrow payments for the payments of insurance premiums are hereby deleted in their entirety.

- 5. Representations, Warranties and Covenants of Company and Trustee. Except as expressly provided below, Company and Trustee hereby represent, warrant and covenant to Lender as follows:
  - (a) Company and Trustee hereby reaffirm each of the Loan Documents as modified herein to which it is a party. The Loan Documents, as modified by this Agreement, 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 Company and Trustee, as applicable, enforceable in accordance with their respective terms.
  - (5) Company and Trustee each has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Company and Trustee. This Agreement has been duly executed and delivered on behalf of Company and Trustee.

### 6. Covenants of Lender Lender covenants to Company and Trustee as follows:

- Lender, on behalf of itself, and each of its current and former officers, directors, shareholders, employees, attorneys, insurers, agents, representatives, affiliates, parents, subsidiaries, participants, predecessors, successors and assigns, acknowledges and agrees that none of the Company's officers, directors, members, employees, agents or representatives, or any of them, have in any individual or personal capacity made, and hereby do not make, any express or implied representations, statements, warranties, or conditions of any kind or nature whatsoever concerning Company, the Loan, the Loan Documents, the Indebtedness, the Collateral or the Property, including, without limitation of the generality of the foregoing, the ownership, condition, working order, quantity and/or quality of any or all of the Collateral and/or the Property, Company's ability to use and occupy the Collateral and/or the Property or any costs which may be associated therewith; the Collateral and/or the Property's environmental status and conditions, roofs, heating, central cooling, ventilating, lighting, plumbing and electrical fixtures and systems, leaks, seepage, and insect infestation; the ability to use any of the telephone or facsimile numbers at the Property; Company, its officers, directors, members customers, creditors, employees, assets, liabilities, business, operations, profitability or lack thereof, solvency or insolvency, ability to repay any and all obligations of Company, projections, estimates, budgets, or any other matters of any kind or nature whatsoever arising out of, under or related to Company and/or the matters leading up to this Agreement; the completeness or accuracy of Company's past or present financial statements, books and records and other financial information; or any and all implied warranties of merchantability, fitness for a particular purpose, or otherwise.
- (b) Notwithstanding anything to the contrary contained herein, the Loan Documents or otherwise, under no circumstances whatsoever shall any of the Indebtedness, obligations or liabilities under this Agreement or any of the Loan Documents (as amended herein or otherwise) ever constitute a personal or individual liability or obligation of any of the undersigned officers of Company or any of

Company's current, former or prospective officers, directors, members, employees, agent, attorneys, representatives, including without limitation of the generality of the foregoing, any heirs, legal representatives, successors and assigns of each such person (all such persons are hereinafter collectively referred to as the "Borrower Representatives"), and Lender agrees never to take any action against any of the Borrower Representatives to enforce the Loan and/or Loan Documents and/or collect any of the Indebtedness, or seek any claims, liabilities, costs or damages of any kind or nature whatsoever against any or all of the Borrower Representatives arising out of, under or related to the Loan Documents, provided that Lender may seek to recover damages from a Borrower Representative only for his own criminal act of which he is convicted by a final order of a court of competent jurisdiction or his own intentional act that results in direct, material physical damage to the Property. Lender agrees that it shall only seek to enforce the inceptedness under the Note and other Loan Documents, as amended herein, against Company, the Collateral and the Property. There are no exceptions of any kind or nature to the provisions of this subparagraph.

- c) Lender 'lereby absolutely, unconditionally and irrevocably waives and releases any and all Events of Default, whether known or unknown by Borrower, Borrower Representatives and/or Lender existing or continuing as of the date hereof arising out of, under or related to the Loan Documents, excluding, however, any Environmental Defaults, as hereincher defined (collectively, the "Existing Defaults"). Lender hereby agrees that the continuation after the execution of this Agreement, in all material respects, of any and all Existing Defaults relating to the financial or operational conditions of Company, and/or the existence of the "Andrew Contamination", as defined in Section 7 below, shall not constitute Events of Default under this Agreement or any of the Loan Documents, provided that Borrower's failure to pay any amount due and payable to Lender after the date of this Agreement pursuant to the Loan Documents shall be an Event of Default to the extent provided in the Loan Documents, and shall not constitute a continuation of an Existing Default.
- Environmental Default. Lender acknowledges that Company has informed 7. Lender that (i) a portion of the Property was formerly part of a contiguous 76-2010 parcel owned by Andrew Corporation (the "Andrew Parcel"); (ii) the Andrew Parcel is the subject of a 5-year EPA clean-up plan as a result of the discharge of hazardous substances on the Anorew Parcel (the "Andrew Contamination"); (iii) multiple areas of the Andrew Contamination exist on the Andrew Parcel, one of which areas leaches to the east under railroad tracks; (iv) the ponds on the Property are fed by the same water source as the Andrew Parcel; and (v) Company has not reviewed and is not aware of any environmental reports with respect to the Property. Company shall be liable under paragraph 7 of the Environmental Indemnity and the environmental indemnities of Company in the other Loan Documents to indemnify, defend and save and hold Lender harmless from all losses, liabilities, damages, costs and expenses (including the reasonable fees and disbursements of Lender's legal counsel) suffered or incurred by Lender as a result of the Andrew Contamination, notwithstanding the existence of the Andrew Contamination constituting an Existing Default which Lender has waived and released. "Environmental Default" means any default by Borrower under the Environmental Indemnity or any of the provisions of the other Loan Documents that address environmental matters, known or unknown, existing or continuing as of the date hereof, provided, however, that the existence of

the Andrew Contamination (which constitutes an Existing Default that which Lender has waived and released) does not constitute an Environmental Default.

- 8. No Defenses, Counterclaims or Rights of Offset; Releases.
- (a) Company and Trustee, by their execution hereof (i) hereby acknowledge, admit and agree that, as of the date of execution and delivery of this Agreement, and excluding only the Lender's waiver of the Existing Defaults, there are no defenses, counterclaims or offsets relating to their respective obligations under or in respect of the Loan Documents or to the enforcement or exercise by Lender of any of its rights, powers or remedies under or in respect of the Loan Documents, or alternatively, (ii) except as is expressly provided for in this Agreement, hereby irrevocably waive, relinquish and release any and all such defenses, counterclaims or offsets that may exist as of the date of execution and delivery of this Agreement, including, without limitation, any and all such defenses, counterclaims or offsets that are unknown, unsuspected, unanticipated or undisclosed as of such date.
- Company and Trustee, for themselves and their respective successors and assigns (collectively, the "Porrower Releasors"), do hereby unconditionally, unequivocally, absolutely and inevocably waive, remise, release and forever discharge Lender and its successors, assigns, participants, partners, subsidiaries, affiliates, directors, officers, employees, administrators, shareholders, attorneys and agents (collectively, the "Lender Releasees") of and from any and all causes of action, actions, suits, obligations, liabilities, debts, dues, sums of money, costs, expenses, accounts, reckoning, bonds, bills, specialties, controversies, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extents, executions claims and demand whatsoever (collectively, "Borrower Released Claims") (including, wn hout limitation, all Borrower Released Claims which are presently unknown, unsuspected, unanticipated or undisclosed), whether at law, in equity or otherwise, which Company or Trustee or their respective successors or assigns, or any of them, ever had, now have or hereafter may have against the Lender Releasees, or any of them, for upon, under or by reason of any matter, cause or thing whatsoever which arose on or before, or which is directly or indirectly based on any act, omission or circumstance which occurred or or before the date of execution and delivery of this Agreement in connection with or relating to the Loan, the Loan Documents, the Indebtedness, the Collateral and/or the Property or the transactions contemplated by this Agreement or otherwise, provided however, that nothing contained in this paragraph shall be deemed, or construed to be, a release, waiver or discharge of any rights, claims, interests and defenses arising out of this Agreement. This waiver and release shall be effective upon execution hereof by Company and the Lender.
- (c) Lender, for itself, and each of its current and former officers, directors, shareholders, employees, attorneys, insurers, agents, representatives, affiliates, parents, subsidiaries, participants, predecessors, successors and assigns (collectively, "Lender Releasors"), do hereby unconditionally, unequivocally, absolutely and irrevocably waive, remise, release and forever discharge each and every one of the Borrower Representatives of and from any and all causes of action, actions, suits, obligations,

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liabilities, debts, dues, sums of money, costs, expenses, accounts, reckoning, bonds, bills, specialties, controversies, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demand whatsoever (collectively, "Lender Released Claims") (including, without limitation, all Lender Released Claims which are presently unknown, unsuspected, unanticipated or undisclosed), whether at law, in equity or otherwise, which any of the Lender Releasors or their respective successors or assigns, or any of them, ever had, now have or hereafter may have against the Borrower Representatives, or any of them, for upon, under or by reason of any matter, cause or thing whatsoever which arose on or before, or which is directly or indirectly based on any act, omission or circumstance which occurred on or before the date of execution and delivery of this Agreement in connection with or relating to the Loan Documents, the Indebtedness, the Collateral and/or the Property or the transaction's contemplated by this Agreement or otherwise, except with respect to any matter arising or resulting from the criminal acts of a Borrower Representative of which he is convicted by a final order of a court of competent jurisdiction or his own intentional act that results in direct, material physical damage to the Property, as to which matters the Borrower Representative committing such criminal or intentional act shall remain liable. This waiver and release shall be effective upon execution hereof by the Borrower and the Lender.

- (d) THE BORROWER RELEASORS AND LENDER RELEASORS, RESPECTIVELY, HEREBY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS THEY MAY RESPECTIVELY HAVE UNDER ANY FEDERAL OR STATE LAW PROVIDING GENERALLY THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND WHICH IF KNOWN BY THEM MICHT HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE LENDER RELEASES AND BORROWER'S REPRESENTATIVES, RESPECTIVELY.
- (e) Each of the Borrower Releasors and the Lender Releasors, as the case may be (collectively, the "Releasors", hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each of the Lender Releasees and the Borrower Representatives, and each of them, as the case may be (collectively, the "Keleasees"), that it/they/he/she will not sue (at law, in equity, in any regulatory proceeding or otherwise) any of the Releasees on the basis of any Borrower Released Claims or the Lender Released Claims, as the case may be, released, remised and discharged by the Releasors pursuant to subparagraphs (b) through (d) above. If any of the Releasors violates the foregoing covenant, the Releasors, and each of them, for themselves and their respective present and former members, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, insurers, attorneys, employees, agents, heirs, legal representatives and other representatives, successors and assigns, as the case may be, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by any Releasee as a result of such violation.

- 9. <u>Financial Statements</u>. Company shall deliver to Lender, no later than June 30, 2011, the financial statements of Company, audited by a certified public accountant reasonably satisfactory to Lender, for the fiscal year ending October 31, 2010, in such form as is required by the provisions of the Loan Documents. The failure of Company to deliver such audited financial statements to Lender on or before June 30, 2011 shall constitute an Event of Default under the Loan Documents. Lender acknowledges its receipt of a draft of the audited financial statements of Company for the period ending October 31, 2010, and that effective as of March 31, 2011, Company has changed its fiscal year end to March 31. Borrower shall also deliver to Lender, no later than June 30, 2011, the unaudited financial statements of Borrower for the period from November 1 2010 through March 31, 2011, internally prepared by members of the finance committee of the Club's board of governors who are certified public accountants, with footnotes.
- 10. <u>Excepses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses (collectively, the "<u>Costs</u>").

#### 11. 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 Company or Trustee merely by virue of the fact that the same has been prepared by counsel for Lender, it being recognized that Company, Trustee and Lender have contributed substantially and materially to the preparation of this Agreement, and Company, Trustee and Lender each acknowledge and weive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of Company, Trustee and Lender 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 provises or threats or the exertion of duress upon it. Company, Trustee and Lender, respectively, 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 Company or Trustee nor shall privity of contract be presumed to have been established with any third party.
- (d) Except as otherwise expressly acknowledged by Lender in writing on or prior to the date hereof, Company, Trustee and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous

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agreements and understandings of Company, Trustee and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified or as set forth herein, the terms of the Loan Documents are and remain unmodified and in full force and effect.

- (e) Each of Company and Trustee shall be jointly and severally liable hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) Any references to the "Loan Agreement", "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents as amended hereby and as hereafter amended, restated, replaced or supplemented. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- (h) Time is of the essence of each of Company's and Trustee's obligations under this Agreement.
- (i) This Agreement modifies the Loan Documents, and such modifications shall supersede and replace the terms and conditions of the Loan Documents that have been so modified, to the extent of such modifications.
- (j) This Agreement and the transactions contemplated herein are expressly conditioned upon the full execution and delivery by Company, Trustee (if a party thereto) and Lender of the following: (1) Third Modification of Loan Documents of even date herewith, to be effective as of January 1, 2011, between Company, Trustee and Lender concerning that certain Amended and Restated Mortgage Note dated March 1, 2010, to be effective January 1, 2010 in the principal amount of \$5,272,267.88 and the "Loan Documents", as defined therein; and (2) Change In Terms Agreement of even dated herewith, between Company and Lender concerning that certain Promissory Note dated February 14, 2006 in the principal amount of \$1,000,000 and increased to \$1,500,000 thereunder and all documents and agreements related thereto.

SIGNATURE PAGE FOLLOWS

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

#### LENDER:

STANDARD BANK AND TRUST COMPANY,

an Illinois banking corporation

By: Name:

Joseph R. BULLISH

Title.

DOOP CC

Seriae Vice Presiden

#### **COMPANY:**

CRYSTAL TREE GOLF AND COUNTRY CLUB, INC., an Illinois not-for-profit corporation

By: 1

Name: James T. Tre

Title: 1/17 ( 1) Side Al

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#### TRUSTEE:

STANDARD BANK AND TRUST COMPANY, not personally but solely as Trustee under a Trust Agreement dated February 2, 2006 and known as

Trust No. 19292

By:

Name:

Patricia Ralphson, aVP

Title:

Attest:

Donna Diviero

Name: Title:

This insumples is seprent, meaned and deferment by STATELINEO BANK AND TRUST COMMENT in the provider in Trustee as informed. Any and all duties, obligations and teaching the Trustee in interest of the Trustee in the performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee Any claims demands and liabilities which may at any time be assented against the Trustee hereunder shall be paid, collected which may at any time be assented against the Trustee hereunder shall be paid, collected which may at any time be assented against the Trustee as afforesaid, and the said of satisfied against only the projectivity as "fustee as afforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake non-shall it have any bersonal or individual liability or obligation of any nature whiteholder of COMPANY of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY of the execution and delivery hereof, nor shall standard any other or of registering the rents, sand profile arms and conditions of said Trust Agreement.

STATE OF ILLINOIS
COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bellington Standard Bank and Trust Company, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered said instrument as his (her) own free and voluntary act, and as the free and voluntary act of such Bank, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 31 day of May, 2011.
OFFICIAL SEAL MARYBETH DWYER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 9, 2014 NOTARY PUBLIC (SEAL)
My commission expires July.
STATE OF ILLINOIS )
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that fines has and michael furth, the junident and with funding and which for the said Country Chib, Inc., an Illinois not-for-profit corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such further and which for the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, pursuant to authority given by the Board of Governors of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 3/2 day of May, 2011.

My commission expires frue 9 2014

OFFICIAL SEAL
MARYBETH DWYER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 9, 2014

OF STATES OF THE OF SHANNIS OF STATE OF STATES OF STATES

**MOTARY PUBLIC** 

(SEAL)

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Loan Number: 154-0654

EAST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION, 156.85 FEET; THENCE SOUTH 12 DEGREES 40 MINUTES 56 SECONDS WEST 559.95 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 04 SECONDS EAST, 511.17 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 18 SECONDS WEST, 134.31 FEET; THENCE SOUTH 56 DEGREES 03 MINUTES 28 SECONDS WEST 223.86 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, 836.31 FEET TO SAID CENTERLINE OF 153RD STREET; THENCE NORTH 89 DEGREES 27 MINUTES 11 SECONDS WEST ALONG SAID CENTERLINE, 1001.80 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.

27-08-405-005-0000, 27-08-201-023-0000, 27-08-201-024-0000,

27-08-201-025-0000, 27-08-206-010-0000

COMMONLY KNOWN AS:

Or Colling Clarks Office