

# UNOFFICIAL COPY

Prepared by and after recording return to:

Venu V. Talanki  
Vedder Price P.C.  
222 North LaSalle Street, Suite 2400  
Chicago, Illinois 60601-1003



Doc#: 1134844060 Fee: \$134.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/14/2011 12:51 PM Pg: 1 of 32

## OMNIBUS AMENDMENT AND REAFFIRMATION OF REAL ESTATE DOCUMENTS

THIS OMNIBUS AMENDMENT AND REAFFIRMATION OF REAL ESTATE DOCUMENTS (this "Agreement"), dated as of December 6, 2011 and effective as of July 15, 2011, is made by SAFA ENTERPRISES, INC., an Illinois corporation ("Safa Enterprises"), THANK GD ENTERPRISES, INC., an Illinois corporation ("Thank GD"), SAFI, INC., an Illinois corporation ("Safi"), NSS GROUP, INC., an Illinois corporation ("NSS"), YELLOW MANAGEMENT, INC., an Illinois corporation ("Yellow Management"), RYAN PLAZA INC., an Illinois corporation ("Ryan Plaza"), AKAI PLAZA INC., an Illinois corporation, an Illinois corporation ("Akai Plaza"), BUSINESS BROKERS, INC., an Illinois corporation ("Business Brokers"), FIRSTMERIT BANK, N.A., AS SUCCESSOR IN INTEREST TO MIDWEST BANK AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 25, 2003 AND KNOWN AS TRUST NO. 03-1-8151 ("Trust No. 03-1-8151"), and FIRSTMERIT BANK, N.A., AS SUCCESSOR IN INTEREST TO MIDWEST BANK AND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST DATED DECEMBER 7, 2000 AND KNOWN AS TRUST NO. 00-3-7785 ("Trust No. 00-3-7785"; and together with Safa Enterprises, Thank GD, Safi, NSS, Yellow Management, Ryan Plaza, Akai Plaza, Business Brokers and Trust, collectively and individually, "Grantor"), to and for the benefit of FIRSTMERIT BANK, N.A., a national banking association, as successor in interest to Midwest Bank & Trust Company (together with its successors and assigns, "Lender").

### WITNESSETH:

WHEREAS, the entities set forth on Exhibit A hereto (together with Safa Enterprises, Thank GD, Safi, NSS, Yellow Management, Ryan Plaza, Akai Plaza, and Business Brokers, collectively referred to herein as "Loan Parties" and individually each referred to herein as a "Loan Party"), the other Loan Parties and Lender have entered into each Business Loan Agreement set forth on Exhibit B attached hereto (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender agreed, subject to the terms and conditions thereof, to make loans (collectively, the "Loans") available to Loan Parties.

Box 400-CTCC

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**WHEREAS**, in connection with the Loan Agreement, Grantor has entered into various documents, instruments, agreements and certificates with or in favor of Lender, including, without limitation, the mortgages and assignments of rent encumbering the real properties as set forth in Exhibits C through L attached hereto (in each case as amended, restated, supplemented or otherwise modified from time to time, collectively referred to herein as the "Real Estate Documents").

**WHEREAS**, Loan Parties have requested that Lender enter into that certain Omnibus Joinder and Reaffirmation to Loan Documents and Amendment to Business Loan Agreement dated as of even date herewith and effective July 15, 2011 among Loan Parties, Lender and certain other parties party thereto (the "Amendment").

**WHEREAS**, in connection with the Amendment, Loan Parties are entering into in favor of Lender each Substitute Promissory Note set forth in Exhibit M attached hereto (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Note"), pursuant to which, among other things, the maturity dates of such notes are being extended to June 15, 2012.

**WHEREAS**, Lender is unwilling to execute the Amendment and accept the Note unless, among other things, Grantor reaffirms the Real Estate Documents and enters into the amendments set forth herein.

**WHEREAS**, Grantor shall derive direct and indirect benefits from the continued credit accommodations to Loan Parties under the Loan Agreement, and Grantor desires to amend and reaffirm the Real Estate Documents in accordance with the terms hereof in order to induce Lender to execute and deliver the Amendment.

**NOW, THEREFORE**, in consideration of the foregoing, and for the purpose of inducing Lender to execute and deliver the Amendment, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Each Grantor acknowledges that it has received a copy of the Amendment.
2. Each Grantor acknowledges and agrees that such Grantor is not released from any of its or his obligations under the Real Estate Documents by reason of the Amendment and that the obligations of such Grantor under the Real Estate Documents extend to the Loan Agreement, as amended by the Amendment. Except as specifically amended pursuant to the terms hereof, each of the Real Estate Documents remains in full force and effect, and each Grantor hereby ratifies and affirms all of its or his obligations under the Real Estate Documents, as set forth in the Real Estate Documents. Without limiting the generality of the Real Estate Documents, each Grantor hereby expressly acknowledges and agrees that all of the Real Estate Documents (and all collateral, security interests, liens, pledges and mortgages granted thereunder) secure the payment and performance of all Secured Obligations (as defined below), all of which security interests, liens, pledges, and mortgages are hereby ratified, reaffirmed, confirmed and approved. "Secured Obligations" means any and all indebtedness, liabilities and obligations of Loan Parties to Lender of any and every kind and nature, howsoever created, arising or evidenced and

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howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise (including, without limitation, obligations of performance), whether several, joint or joint and several, and whether arising or existing under written or oral agreement or by operation of law, including, without limitation, any and all indebtedness, liabilities and obligations of Loan Parties to Lender arising under or in connection with the Loan Agreement and the Note.

3. Grantor and Lender hereby agree that the "Maximum Lien" paragraph in each Real Estate Document is hereby deleted in its entirety and restated (or if no "Maximum Lien" paragraph exists in a Real Estate Document, it is hereby added as the first paragraph to such Real Estate Document) to read as follows:

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$21,500,000.

4. Each Grantor represents and warrants to Lender that:

- (a) This Agreement constitutes the legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms;
- (b) Each of the representations and warranties of such Grantor in the Real Estate Documents are true and correct on and as of the date hereof, as though made on and as of such date (except to the extent any representation and warranty relates solely to an earlier date in which case any such representation and warranty is true and correct as of such earlier date);
- (c) As of the date hereof, there are no defenses, setoffs, claims or counterclaims that could be asserted by such Grantor against Lender arising from or in connection with any of the Real Estate Documents.

5. Each of Akai Plaza and Ryan Plaza, each a successor in interest to S & B Shell, Inc., an Illinois corporation ("S & B Shell"), hereby ratifies the terms, conditions and provisions of each and every Real Estate Document made by S & B Shell for the benefit of Lender, and agrees for and on behalf of itself, its respective successors and assigns and for the benefit of Lender, to assume, discharge, perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of S & B Shell, and to pay when due all of S & B Shell's obligations and liabilities arising under or in connection with the applicable Real Estate Documents. Without limiting the foregoing, each of Akai Plaza and Ryan Plaza hereby joins in and shall from and hereafter be deemed a "Grantor" and a "Borrower" for all purposes of, and as such terms are used in, the Loan Agreement and the Real Estate Documents. Furthermore, each of Akai Plaza and Ryan Plaza does hereby mortgage, grant, bargain, sell, convey, assign, transfer and set over unto Lender all of its respective right, title and interest in the "Real Property" (as such term is used in the applicable Real Estate Documents).

6. This Agreement shall not be construed, by implication or otherwise, as imposing any requirement that Lender notify or seek the consent of any Grantor, individually or

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collectively, relative to any past or future extension of credit, or amendment, restatement, modification, supplement, extension or other action with respect to the Loan Agreement, it being expressly acknowledged and reaffirmed that each Grantor has under the Real Estate Documents consented, among others things, to amendments, restatements, modifications, supplements, extensions and other actions with respect to the Loan Agreement without any notice thereof or further consent thereto.

7. The Exhibits attached hereto are incorporated herein by reference and made a part hereof. This Agreement shall be deemed to be made a part of the Real Estate Documents. This Agreement may be executed in counterparts and said counterparts when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or by “.PDF” shall be equally as effective as delivery of an original executed counterpart of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions.

9. Each Grantor acknowledges that it was advised by Lender to seek the advice of legal counsel in negotiating and reviewing this Agreement, and further acknowledges that it had the opportunity to obtain the advice of legal counsel.

10. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[SIGNATURE PAGES FOLLOW]

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## Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

IN WITNESS WHEREOF, this Omnibus Reaffirmation of Real Estate Documents has been executed and delivered by the undersigned as of the date first written above and effective July 15, 2011.

GRANTOR:

SAFA ENTERPRISES, INC., an Illinois corporation

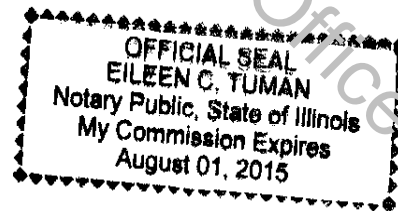
By: [Signature]  
Name: Mohammad Yaqoob  
Title: President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, President of Safa Enterprises, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of DECEMBER, 2011.

[Signature]  
Notary Public



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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

THANK GD ENTERPRISES, INC., an Illinois corporation

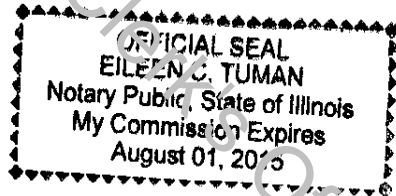
By: [Signature]  
Name: Mohammad Yaqoob  
Title: President

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, President of Thank GD Enterprises, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

Eileen C. Tuman  
Notary Public




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*Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents*

GRANTOR:

SAFI, INC., an Illinois corporation

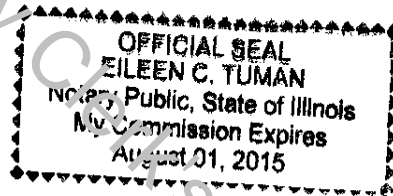
By:   
Name: Mohammad Yaqoob  
Title: President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, President of Safi, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

  
Notary Public



*Notary Public, Cook County, Illinois Office*



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## Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

NSS GROUP, INC., an Illinois corporation

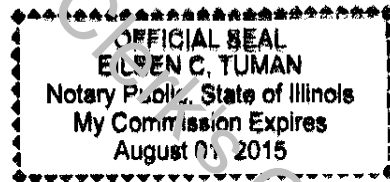
By: [Signature]  
Name: Mohammad Yagoub  
Title: President

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yagoub, President of NSS Group, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

Eileen C. Tuman  
Notary Public





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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

YELLOW MANAGEMENT, INC., an Illinois corporation

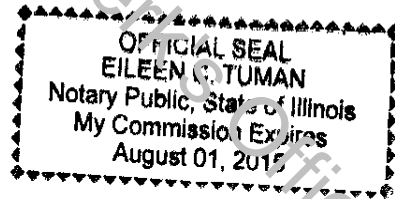
By: [Signature]  
Name: Mohammad Yaqoob  
Title: President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, President of Yellow Management, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

Eileen C. Tuman  
Notary Public



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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

RYAN PLAZA INC., an Illinois corporation

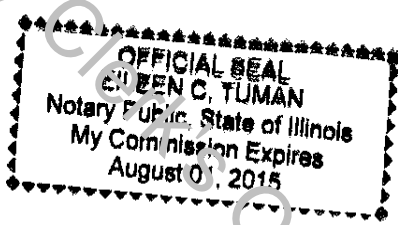
By: *Mahmood Lakha*  
Name: Mahmood Lakha  
Title: President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I ELLEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mahmood Lakha, President of Ryan Plaza 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER 2011.

*Ellen C. Tuman*  
Notary Public



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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

AKAI PLAZA INC., an Illinois corporation

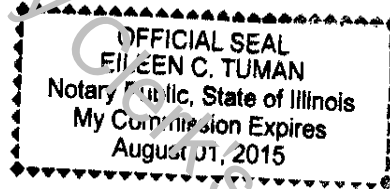
By: [Signature]  
Name: Mahmood Lakha  
Title: President

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mahmood Lakha, President of Akai Plaza 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

Eileen C. Tuman  
Notary Public



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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

**BUSINESS BROKERS, INC.**, an Illinois corporation

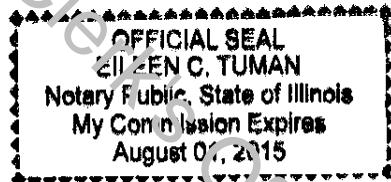
By: [Signature]  
Name: Mohammad Yaqoob  
Title: President

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammad Yaqoob, President of Business Brokers, 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 he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4<sup>th</sup> day of DECEMBER, 2011.

[Signature: Eileen C. Tuman]  
Notary Public



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*Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents*

**GRANTOR:**

**FIRSTMERIT BANK, N.A., AS SUCCESSOR  
IN INTEREST TO MIDWEST BANK AND  
TRUST COMPANY, NOT PERSONALLY  
BUT SOLELY AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JUNE 25, 2003 AND  
KNOWN AS TRUST NO. 03-1-8151**

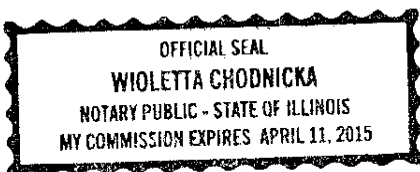
By: *Rosanne M. DuPass*  
Name: \_\_\_\_\_  
Title: *Rosanne M. DuPass*  
          Asst. Vice President & Trust Officer

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF *Cook* )

**SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.**

I *the undersigned*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Rosanne M. DuPass, Asst. Vice President* of FirstMerit Bank, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this *6th* day of *December*, 2011.



*Wioletta Chodnicka*  
Notary Public

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Signature Page to Omnibus Amendment and Reaffirmation of Real Estate Documents

GRANTOR:

FIRSTMERIT BANK, N.A., AS SUCCESSOR  
IN INTEREST TO MIDWEST BANK AND  
TRUST COMPANY, NOT PERSONALLY  
BUT SOLELY AS TRUSTEE UNDER TRUST  
DATED DECEMBER 7, 2000 AND KNOWN  
AS TRUST NO. 00-3-7785

By: Rosanne M. DuPass

Name: \_\_\_\_\_

Title: Rosanne M. DuPass

Asst. Vice President & Trust Officer

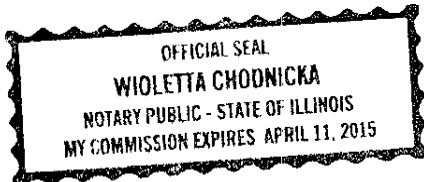
STATE OF ILLINOIS )

COUNTY OF Cook ) SS.

**SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.**

I the undersigned, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that Rosanne M. DuPass, Asst. Vice President  
of FirstMerit Bank, N.A., personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he/she signed and delivered said instrument as his/her own free and voluntary act for the  
uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of December, 2011.



Wioletta Chodnicka  
Notary Public

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**ACKNOWLEDGED AND ACCEPTED:**

**LENDER:**

**FIRST MERIT BANK, N.A.**, a national banking association, as successor in interest to Midwest Bank & Trust Company

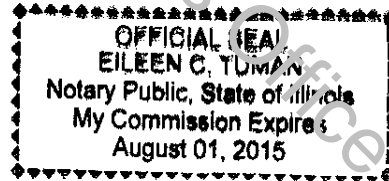
By: [Signature]  
Name: June Courtney  
Title: Senior Vice President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I EILEEN C. TUMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that June Courtney, Senior Vice President of FirstMerit Bank, N.A., a national banking association, as successor in interest to Midwest Bank & Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of DECEMBER, 2011.

[Signature]  
Notary Public





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## EXHIBIT A

### CERTAIN LOAN PARTIES

1. 46TH HARLEM FOOD INC., an Illinois corporation
2. UNION STEGER FOODS INC., an Illinois corporation
3. 79TH & STATE FOODS INC., an Illinois corporation
4. MAIN CRETE FOODS INC., an Illinois corporation
5. 67TH WENTWORTH FOODS INC., an Illinois corporation
6. MY MANAGEMENT, INC., an Illinois corporation
7. HICKORY HILLS FOODMART INC., an Illinois corporation
8. GOLD MANAGEMENT & SERVICES INC., an Illinois corporation
9. LAKHA ENTERPRISES, INC., an Illinois corporation
10. LAKHA MANAGEMENT INC., an Illinois corporation
11. ORLAND PARK FOOD INC., an Illinois corporation
12. MOHAMMAD YAQOOB, an individual

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## EXHIBIT B

### BUSINESS LOAN AGREEMENT

1. Business Loan Agreement dated June 22, 2010 by and among Lender and Loan Parties;
2. Business Loan Agreement dated April 9, 2008 by and among Lender and Loan Parties;
3. Business Loan Agreement dated June 22, 2010 by and among Lender and Loan Parties;
4. Business Loan Agreement dated April 9, 2008 by and among Lender and Loan Parties;
5. Business Loan Agreement dated October 31, 2006 by and among Lender and Loan Parties;
6. Business Loan Agreement dated February 3, 2009 by and among Lender and Loan Parties;
7. Business Loan Agreement dated November 18, 2008 by and among Lender and Loan Parties;
8. Business Loan Agreement dated March 5, 2009 by and among Lender and Loan Parties;
9. Business Loan Agreement dated October 10, 2008 by and among Lender and Loan Parties;
10. Business Loan Agreement dated March 20, 2009 by and among Lender and Loan Parties;  
and
11. Business Loan Agreement dated October 2, 2006 by and among Lender and Loan Parties.

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## EXHIBIT C

### REAL PROPERTY

LOTS 1 AND 2 IN BLOCK 14 IN W.G. MCINTOSH'S FOREST VIEW GARDENS, A SUBDIVISION IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-06-323-024-0000

COMMON ADDRESS: 4601 SOUTH HARLEM AVENUE, FOREST VIEW, ILLINOIS 60402

Property of Cook County Clerk's Office

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## EXHIBIT D

### REAL PROPERTY

LOTS 1, 2, 3, 21, 22 AND 23 IN BLOCK 5, IN COLUMBIA HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF SECTION 5 (EXCEPT THE WEST 15.03 CHAINS THEREOF), IN TOWNSHIP 34 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1891 AS DOCUMENT NO. 165439, IN WILL COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3400 Union Avenue, Steger, IL 60475. The Real Property tax identification number is 15-05-206-011-0000, 15-05-206-012-0000, 15-05-206-013-0000 and 15-05-206-030-0000.

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## EXHIBIT E

### REAL PROPERTY

#### PARCEL 1:

THAT PART OF THE SOUTH 51 ½ FEET OF LOT 7 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE EXTENDED FROM A POINT IN THE WEST LINE 7.50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE EAST LINE OF SAID LOT, 43.69 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTHERLY 98 FEET OF THAT PART OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE NORTH LINE OF EAST 79TH STREET AS WIDENED IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE SOUTH 20 FEET OF THE EAST 101.00 FEET OF THE NORTH HALF OF LOT 8 IN BLOCK 19 IN PITNER'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-27-318-045-0000; 20-27-318-047-0000

COMMON ADDRESS: 7859 SOUTH STATE STREET, CHICAGO, ILLINOIS 60619

# UNOFFICIAL COPY

## EXHIBIT F

### REAL PROPERTY

LOT 3 IN WOOD'S SUBDIVISION OF BLOCK 8 OF THE ORIGINAL TOWN OF CRETE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1867 AS DOCUMENT NO. 56819, EXCEPT THAT PART DEDICATED TO THE STATE OF ILLINOIS IN INSTRUMENT RECORDED APRIL 2, 1981 AS DOCUMENT NO. R81-8028, IN WILL COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1351 Main Street, Crete, IL 60417. The Real Property tax identification number is 15-09-321-001-0000.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT G

### REAL PROPERTY

#### PARCEL 1:

THE SOUTH 30 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 35 FEET OF THE SOUTH 100 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST 140.25 FEET OF THE NORTH 49 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE NORTH 35 FEET OF THE SOUTH 65 FEET OF THE WEST 140.25 FEET OF LOT 5 IN BLOCK 14 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-21-217-032-0000

COMMON ADDRESS: 6659 SOUTH WENTWORTH AVENUE, CHICAGO, ILLINOIS 60621



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## EXHIBIT H

### REAL PROPERTY

LOTS 1, 2, 3, 4 AND 5 IN CRAMER'S ADDITION TO SOUTH MANOR (HEREINAFTER DESCRIBED) (EXCEPT THOSE PORTIONS OF SAID LOTS 1 TO 5 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE WEST LOT LINE OF LOT 1, IN THE SUBDIVISION AFORESAID, SAID POINT BEING 17 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND EXTENDED EASTERLY TO A POINT IN THE EAST LINE OF LOT 11 IN THE SUBDIVISION AFORESAID, SAID POINT BEING 4 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 11 IN THE AFORESAID SUBDIVISION) SAID CRAMER'S ADDITION TO SOUTH MANOR BEING A SUBDIVISION OF THE WEST 1/3 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Property or its address is commonly known as 1 East 83rd Street, Chicago, IL 60619. The Property tax identification number is 20-34-300-070-0000.

# UNOFFICIAL COPY

## EXHIBIT I

### REAL PROPERTY

LOTS 20 AND 23, BOTH INCLUSIVE, IN BLOCK 25 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 8255 S. Park, Chicago, Illinois (formerly known as 400 E. 83rd Street, Chicago, Illinois). <sup>ASAP</sup> ~~60619~~ <sup>60619</sup>

PIN: 20-34-224-059-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT J

### REAL PROPERTY

LOT 28 AND 29 AND THE WEST 5 FEET OF LOT 27 IN BLOCK 36 IN HILLIARD AND DOBBIN'S SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD EXCEPT THE WEST ½ OF THE NORTHWEST ¼ AND THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION (EXCEPT FROM SAID LOTS THAT PART LYING SOUTH OF A LINE 54 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2156 West 95th Street, Chicago, IL 60643. The Real Property tax identification number is 25-06-321-035-0000 (affects Lot 29) and 25-06-321-050-0000 (Affects Lot 28 and the West 5 Feet of Lot 27)

# UNOFFICIAL COPY

## EXHIBIT K

### REAL PROPERTY

LOT 1 IN BLOCK 3 IN WITTBOLD'S RAPID TRANSIT GARDENS, BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 22 AND THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N.: 10-23-331-015-0000

COMMON ADDRESS: 8060 NORTH LAWNDALE, SKOKIE, ILLINOIS 60076

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT L

### REAL PROPERTY

LOT 5 IN BLOCK 3 IN WILLIAM L. WALLEN'S RESUBDIVISION OF THE VACATED WILLIAM L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, A SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14 06 102-004-0000

COMMON ADDRESS: 2247 WEST DEVON AVENUE, CHICAGO, ILLINOIS 60645

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT M

### PROMISSORY NOTE

1. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$555,201;
2. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$827,575;
3. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$80,500;
4. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$590,808;
5. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$32,196;
6. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$225,702;
7. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$543,222;
8. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$340,527;
9. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$616,332;
10. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$39,290;
11. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$196,816;
12. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$92,157; and
13. Substitute Promissory Note dated as of the date hereof and effective as of July 15, 2011 made by Borrower in favor of Lender in the original principal amount of \$1,249,619.

# UNOFFICIAL COPY

## EXHIBIT N

### EXCULPATORY RIDER FOR TRUST NO. 03-1-8151

FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, as Trustee, executes this **Omnibus Amendment and Reaffirmation of Real Estate Documents** under the provisions of a **Trust Agreement dated June 25, 2003**, and known as **Trust Number 03-1-8151** not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust assets. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

FIRST MERIT BANK, N.A., as successor in interest to MIDWEST BANK AND TRUST COMPANY, executes this document as Trustee, as aforesaid, and has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.



# UNOFFICIAL COPY

**FIRSTMERIT BANK, N.A., AS SUCCESSOR IN INTEREST TO MIDWEST BANK & TRUST COMPANY, AS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS.**

Property of Cook County Clerk's Office

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## EXHIBIT O

### EXCULPATORY RIDER FOR TRUST NO. 00-3-7785

FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, as Trustee, executes this **Omnibus Amendment and Reaffirmation of Real Estate Documents** under the provisions of a **Trust Agreement dated December 7, 2000**, and known as **Trust Number 00-3-7785** not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust assets. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

FirstMerit Bank, N.A., as successor in interest to Midwest Bank and Trust Company, executes this document as Trustee, as aforesaid, and has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and Trustee's signature are attached, regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnification, or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is executed.

# UNOFFICIAL COPY

**FIRSTMERIT BANK, N.A., AS SUCCESSOR IN INTEREST TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE AFORESAID MAKES NO STATEMENTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ENVIRONMENTAL MATTERS.**

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