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This Instrument was
Prepared By and After
recording return to:

Valerie Haugh, Esq.
Haugh & Associates, Ltd.
525 Dee Road, Suite 200
Roselle, Illinois 60172



Doc#: 1203216049 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/01/2012 12:35 PM Pg: 1 of 12

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AMENDMENT TO DECLARATION OF EASEMENTS

THIS AMENDMENT TO DECLARATION OF EASEMENTS (this "Agreement") is made to be effective as of December 27, 2011, by and between **2425 TOUHY LLC**, an Illinois limited liability company ("Seller"), **2727 Higgins, LLC**, a Delaware limited liability company (together with its successors and assigns, the "Lot 1 Owner") and **Bana 123, LLC**, an Illinois limited liability company (together with its successors and assign the "Lot 2 Owner") (the foregoing, and their respective successor and/or assigns, shall hereinafter be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. Lot 1 Owner entered into that certain Declaration of Easements dated May 4, 2007 and recorded on August 10, 2007 as Document No. 0722260011 with the recorder's office of Cook County, Illinois ("Declaration").

B. The Declaration governs the property set forth on Exhibit "A" attached hereto ("Lot 1") which is owned by Lot 1 Owner and the property set forth on Exhibit "B" attached hereto ("Lot 2").

C. Lot 2 was previously transferred to the Seller which is owned by the owners of the Lot 1 Owner.

D. Lot 2 is simultaneously herewith and/or has immediately prior hereto been transferred by Seller to the Lot 2 Owner.

E. The Parties desire to amend the Declaration as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Box 400-CTCC

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1. **Recitals.** The Recitals to this Agreement are hereby incorporated by reference herein and shall be deemed to be a part of this Agreement.

2. **Activation Event.** The Parties hereby acknowledge and agree that the transfer of Lot 2 from Seller to the Lot 2 Owner is an Activation Event and that such Event has occurred.

3. **Notice Address.** The following are the notice addresses for the Lot 1 Owner and the Lot 2 Owner.

Lot 2 Owner: c/o Parvin Dhanji
2425 West Touhy Avenue
Elk Grove Village, Illinois 60007

With a copy to Valerie Haugh
Haugh & Associates
525 Dee Lane, Suite 200
Roselle, IL 60172

Lot 1 Owner: 2727 Higgins LLC
Attn: Harold Sudakoff, Manager
501 N. Clinton, Ste. 2505
Chicago, IL 60654

With a copy to Terra Firma Law, LLC
579 First Bank Dr., Ste. 200
Palatine, Illinois 60067
Attn: Ania Domagala-Pierga

4. **Easements.** Section 1 of the Declaration is hereby deleted and replaced with the following:

Declaration of Easements. The Lot 1 Owner, for itself and all future owners of Lot 1 hereby grants to the Lot 2 Owner and each future owner of and/or other Person having an interest in all or any portion of Lot 2 ("Grantee Party"), for the benefit and use of the Grantee Party, its tenants, agents, employees, customers, invitees, licensees, mortgagees, guests, successors and assigns, as an appurtenance to Lot 2: (a) a perpetual, exclusive easement and right for pedestrian and vehicular (including truck) access, ingress and egress to and from Touhy Avenue and for parking over, upon and on the East Parking Area which is legally described in Exhibit A to the Declaration and is depicted on Exhibit B to the Declaration ("Access and Parking Easement"); and (b) a perpetual non-exclusive easement and right for the discharge, draining and runoff of storm water over and onto Lot 1 to the Storm Sewer ("Stormwater Easement" and collectively with the Access and Parking Easement, the "Easement").

5. **Maintenance, Improvement.** The Lot 2 Owner shall have the right to construct improvements on the East Parking Area, including without limitation paving, fencing,

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landscaping, signs, striping, curbs, bumpers and lighting; provided that such improvements shall be constructed in good and workmanlike manner and shall be kept in good condition and repair. The Lot 1 Owner shall not construct, place and/or install any improvements on the East Parking Area without the Lot 2 Owner's prior written consent, which may be given or withheld in its sole and absolute discretion. The Lot 1 Owner shall not construct any improvements upon and/or otherwise perform any actions on the Storm Sewer that would adversely affect the Stormwater Easement granted to the Lot 2 Owner; provided that the foregoing shall not limit the Lot 1 Owner's right to perform maintenance, repairs and replacements to and/or on the Storm Sewer (including any disruptions in the service of such Storm Sewer that may be required to complete such maintenance, repairs and replacements) to keep same in good operating condition and repair. Any and all maintenance, repairs and replacements to the Storm Sewer shall be done in good and workmanlike manner and shall be kept in good condition and repair.

6. **Insurance.** The Lot 1 Owner shall cause to be kept in full force and effect at all times a comprehensive general liability insurance policy or policies affording coverage for personal injury or property damage liability occurring on the East Parking Area and/or Storm Sewer, with a combined single limit of not less than \$1,000,000 for personal injury and property damage liability. The Lot 2 Owner shall cause to be kept in full force and effect at all times a comprehensive general liability insurance policy or policies affording coverage for personal injury or property damage liability occurring on the East Parking Area to the Lot 2 Owner its tenants, agents, employees, customers, invitees, licensees, and/or guests with a combined single limit of not less than \$1,000,000 for personal injury and property damage liability.

7. **Liens.** Neither Party shall cause, suffer or permit any lien, claim or encumbrance to attach to the other Party's property, as a result of any action or inaction by such Party; provided, however, that each Party shall have the right to grant mortgages and other liens on its property (including the easement areas located on its property) to secure financing for its property and improvements so long as any such mortgage or other financing lien shall be subject and subordinate to the Declaration, as amended hereby. Each Party shall, promptly upon learning of any such lien, claim or encumbrance (other than any such permitted mortgage or other financing lien), either remove such lien, claim or encumbrance or cause a title insurance company reasonably acceptable to the other Party to insure over such lien, claim or encumbrance or provide other security reasonably acceptable to the other Party.

8. **Right to Cure.** The right to cure set forth in Section 13 of the Declaration shall arise only after the Curing Party has provided written notice to the Defaulting Party and the Defaulting Party has failed to remedy or cure such matter within sixty (60) days after receipt of such notice provided that if such matter is not reasonably capable of being cured within such sixty (60) day period, the Defaulting Party shall have an additional sixty (60) days in which to perform such cure as long as the Defaulting Party commences such cure within the original sixty (60) days and thereafter diligently continues such cure.

9. **No Forfeiture.** No default of any obligations under the Declaration, as amended hereby, shall result in a Party's forfeiture of title to its property or a forfeiture of the rights and easements granted herein.

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10. **Authority.** Each person is signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the Party whom he or she represents, and that such Party intends to be legally bound by the provisions of this Agreement.

11. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Illinois. If any provision or its application thereof shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument. This Agreement and the instruments referred to herein contain the entire agreement relating to the rights granted herein.

*The remainder of this page is intentionally left blank;
Signatures follow on subsequent page*

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

2727 Higgins, LLC, a Delaware limited liability company

By: Caron, Inc., an Illinois corporation, Its Sole Member

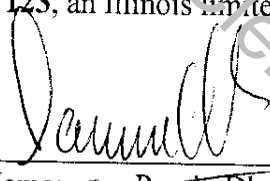
By: _____
Name: Harold Sudakoff
Title: President

2425 TOUHY LLC, an Illinois limited liability company

By: _____
Name: Harold Sudakoff
Title: Manager

By: _____
Name: Gail Packer
Title: Manager

Bana 123, an Illinois limited liability company

By:  _____
Name: Parvin Dhanji
Title: Manager

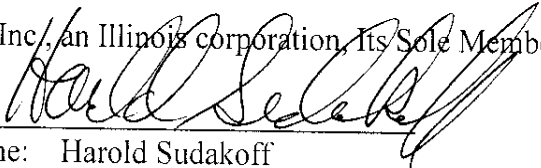
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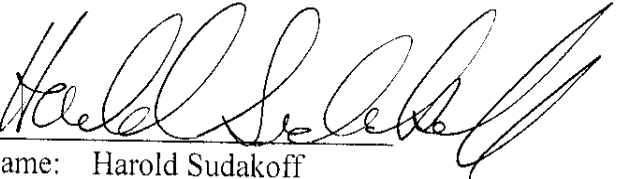
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

2727 Higgins, LLC, a Delaware limited liability company

By: Caron, Inc., an Illinois corporation, Its Sole Member

By: 
Name: Harold Sudakoff
Title: President

2425 TOUHY LLC, an Illinois limited liability company

By: 
Name: Harold Sudakoff
Title: One of Its Managers

Bana 123, an Illinois limited liability company

By: _____
Name: Parvin Dhanji
Title: Manager

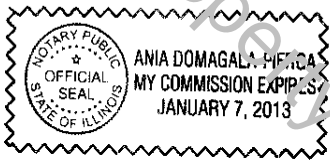
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged this day by Harold Sudakoff, personally known to me to be the President of Caron, Inc., which corporation is the manager of 2727 Higgins, LLC, a Delaware limited liability company and 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 as such manager of said company he signed and delivered the said instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Witness my hand and official seal, this 27th day of December, 2011.



Ania Domagala-Pierca
Notary Public
[Notarial Seal]

Commission Expires: January 7, 2013

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged this day by Harold Sudakoff, personally known to me to be the manager of 2425 Touhy, LLC, a Delaware limited liability company and 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 as such manager of said company he signed and delivered the said instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

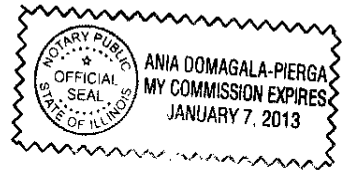
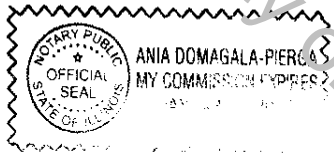
Witness my hand and official seal, this 27th day of December, 2011.

Ania Domagala-Pierga

Notary Public

[Notarial Seal]

Commission Expires: January 7, 2013



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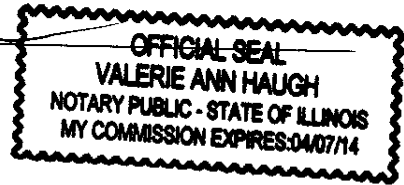
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STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

The foregoing instrument was acknowledged this day by Parvin Dhanji, the manager of Bana 123, an Illinois limited liability company, and 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 as such manager, he/she signed and delivered the said instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

Witness my hand and official seal, this 28th day of December, 2011.

 Notary Public
 [Notarial Seal]



Commission Expires: _____

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CONSENT OF MORTGAGEE

Principal Life Insurance Company, an Iowa corporation, holder of a first priority Mortgage, Security Agreement and Fixture Filing encumbering Lot 1 dated November 14, 2006 and recorded on November 21, 2006 with the Cook County Recorder of Illinois as Document No. 0632541191, as amended from time to time, hereby consents to the execution and recording of this Amendment to Declaration Easement and agrees that such Mortgage is subject thereto.

IN WITNESS WHEREOF, this Consent of Mortgagee to be signed by its duly authorized signatory on its behalf, on this 21st day of December, 2011.

PRINCIPAL LIFE INSURANCE COMPANY,
an Iowa corporation

By: **PRINCIPAL REAL ESTATE INVESTORS, LLC**, a Delaware limited liability company, its authorized signatory

By: Angela K. Gray
Name: **Angela K. Gray**
Title: **Special Servicing Asset Manager**

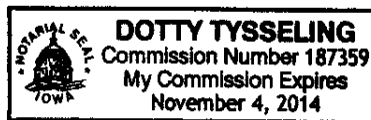
By: Brenda Stephany
Name: **Brenda Stephany**
Title: **Assistant Managing Director - Special & Portfolio Servicing**

STATE OF IOWA)
) SS
COUNTY OF POLK)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Angela K. Gray and Brenda Stephany, having the positions set forth above with Principal Real Estate Investors, LLC, the authorized signatory of Principal Life Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said entities, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 21st day of December, 2011.

Dotty Tysseling
Notary Public



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EXHIBIT A

LOT 1 - LEGAL DESCRIPTION

LOT 1 IN HIGGINS AND TOUHY SUBDIVISION (BEING A RE-SUBDIVISION OF LOTS 32 AND 33 IN CENTEX INDUSTRIAL PARK UNIT 6, BEING A SUBDIVISION IN SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON JULY 20, 2007 AS DOCUMENT 0720115111.

PERMANENT REAL ESTATE INDEX NUMBERS 08-26-410-006-0000 AND 08-35-201-012-0000

ADDRESS OF REAL ESTATE 2727 OLD HIGGINS ROAD, ELK GROVE VILLAGE, IL 60007

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EXHIBIT B

LOT 2 - LEGAL DESCRIPTION

LOT 2 IN HIGGINS AND TOUHY SUBDIVISION (BEING A RE-SUBDIVISION OF LOTS 32 AND 33 IN CENTEX INDUSTRIAL PARK UNIT 6, BEING A SUBDIVISION IN SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON JULY 20, 2007 AS DOCUMENT 0720115111.

PERMANENT REAL ESTATE INDEX NUMBERS 08-26-410-007-0000 AND 08-35-201-011-0000

ADDRESS OF REAL ESTATE 2425 TOUHY AVENUE, ELK GROVE VILLAGE, IL 60007

Property of Cook County Clerk's Office