

# UNOFFICIAL COPY



1205204175

THIS INSTRUMENT PREPARED BY:  
AND AFTER RECORDING MAIL TO:  
Christyl Marsh  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

Doc#: 1205204175 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/21/2012 01:24 PM Pg: 1 of 14

## FOURTH MODIFICATION AGREEMENT

**THIS FOURTH MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 23rd day of January, 2012, by and among **NAPLETON INVESTMENT PARTNERSHIP, L.P.**, a Delaware limited partnership ("Borrower"), **EDWARD F. NAPLETON** ("Guarantor") (Borrower and Guarantor are hereinafter collectively referred to as the "Obligors") and **MB FINANCIAL BANK, N.A.**, a national banking association, successor in interest to Oak Brook Bank ("Lender").

### WITNESSETH:

**WHEREAS**, Oak Brook Bank previously extended to Oak Brook Bank, not personally, but as Trustee under Trust Agreement dated August 1, 2001 and known as Trust No. 3209 ("Trustee") a construction loan in the original principal amount of \$3,200,000.00 (as modified and extended from time to time, the "Loan"), and in connection therewith Trustee executed and delivered to Oak Brook Bank a construction promissory note dated October 31, 2001 in the original principal amount of Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00) (as modified, restated, assumed or replaced from time to time, the "Note").

**WHEREAS**, the Note is secured, in part, by the following documents (the following documents and any and all other instruments executed by Trustee or any Obligor in connection with the Loan, as heretofore, concurrently herewith or hereafter modified, assumed, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

(i) construction mortgage, security agreement and financing statement dated as of October 31, 2001 made by Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Cook Recorder's Office"), as Document No. 0011093698 (the "5800 Mortgage"), encumbering the property commonly known as 5760, 5800 and 5830 W. 95<sup>th</sup> Street, Oak Lawn, Illinois and legally described in the "original legal description" section of **Exhibit A** attached hereto and made a part hereof (the "5800 Premises");

(ii) assignment of leases and rents dated as of October 31, 2001 made by Trustee, Edward Trust and Katherine Trust in favor of Lender, recorded in the Cook

**BOX 333-CT**

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Recorder's Office, as Document No. 0011093699, encumbering the 5800 Premises (the "5800 Assignment of Rents");

- (iii) environmental indemnity agreement dated October 31, 2001 made by the Edward F. Napleton Revocable Self Declaration of Trust dated October 1, 1992 (the "Edward Trust"), the Katherine R. Napleton Revocable Self Declaration of Trust dated October 1, 1992 (the "Katherine Trust"), and Napleton Dodge, Inc., an Illinois corporation ("Dodge"), in favor of Lender (the "5800 Environmental Indemnity");
- (iv) guaranty of payment and performance dated October 31, 2001 made by Guarantor, Edward Trust and Dodge in favor of Lender (the "Guaranty"); and
- (v) commercial security agreement dated October 31, 2001 made by Trustee, Edward Trust and Katherine Trust in favor of Lender (the "Security Agreement").

**WHEREAS**, the Note and Loan Documents were modified pursuant to that certain amendment to construction promissory note, construction mortgage, construction loan agreement and other loan documents dated as of August 1, 2002, by and among Trustee, Edward Trust, Katherine Trust, Dodge, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0021072875, whereby among other modifications (i) the principal amount of the Note was increased to \$4,000,000.00; and

**WHEREAS**, the Loan Documents were modified pursuant to that certain amendment to mortgage, assignment of rents, construction loan agreement and other loan documents dated as of November 30, 2002, by and among Trustee, Edward Trust, Katherine Trust, Dodge, Guarantor, North Star Realty Services III, LLC, an Illinois limited liability company ("North Star"), and Lender, recorded in the Recorder's Office as Document No. 0310518124, whereby among other modifications (i) the 5800 Premises was modified to remove a portion thereof dedicated to the City of Oak Lawn and to add a certain property vacated by the City of Oak Lawn, as reflected in the "current legal description" section of **Exhibit A** attached hereto, and (ii) the Lender consented to the assignment of the beneficial interest in Trustee from the Edward Trust and the Katherine Trust to North Star; and

**WHEREAS**, the Loan Documents were further modified pursuant to that certain third loan modification agreement dated as of April 19, 2004, by and among Borrower, Guarantor, Edward Trust, Dodge and Lender, recorded in the Recorder's Office as Document No. 0415349037, whereby among other modifications Borrower assumed the rights, duties, obligations and liabilities of Trustee under the Note and Loan Documents, and in connection therewith, Borrower executed and delivered to Lender an amended and restated construction promissory note dated April 19, 2004, in the original principal amount of Four Million and 00/100 Dollars; and

**WHEREAS**, the construction of the improvements on the 5800 Premises has been completed; and

**WHEREAS**, Edward Trust, Katherine Trust and Dodge were released from their respective obligations under the Guaranty and the other Loan Documents; and

**WHEREAS**, the principal amount of the Loan has been paid down to \$233,371.00.

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**WHEREAS**, Obligors are desirous of (i) increasing the principal amount of the Loan to \$3,000,000.00, (ii) extending the maturity date of the Loan to January 15, 2019, and (iii) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of each Mortgage held by Lender is a valid, second and subsisting lien on the Premises described in such Mortgage and that the execution of this Modification Agreement will not impair the lien of any Mortgage and that there is no existing third mortgage or other liens subsequent to the lien of each Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. All capitalized terms used herein and not defined shall have the meaning set forth in the Amended Note (as hereinafter defined).
3. Concurrent with the execution of this Modification Agreement, the Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the principal amount of Three Million and 00/100 Dollars (\$3,000,000.00), payable to the order of Lender on January 15, 2019 together with interest payable periodically as therein described (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$3,000,000.00 term loan made by Lender to Borrower and evidenced by the Amended Note.
4. The legal description attached as **Exhibit A** to the 5800 Mortgage, the 5800 Assignment of Rents, the 5800 Environmental Indemnity and the Security Agreement is hereby deleted and replaced with **Exhibit B** attached hereto, to reflect the current legal description of the 5800 Premises after the conveyance of lot 397 to the Village of Oak Lawn and the vacation of portions of Menard Street and an alley by the Village of Oak Lawn.
5. Concurrent with the execution of this Modification Agreement, the Borrower and/or Guarantor, as applicable, shall execute and deliver to Lender the following additional Loan documents evidencing and securing the repayment of the Loan (collectively, the "Additional Loan Documents"):
  - a. mortgage, security agreement, assignment of leases and rents and fixture filing of even date herewith made by Borrower in favor of Lender (the "5840 Mortgage"), encumbering the property commonly known as 5840 W. 95<sup>th</sup> Street, Oak Lawn, Illinois, and legally described on **Exhibit C** attached hereto and made a part hereof (the "5840 Premises");
  - b. assignment of rents and leases of even date herewith made by Borrower in favor of Lender, encumbering the 5840 Premises (the "5840 Assignment of Rents"); and

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c. environmental indemnity agreement of even date herewith made by Borrower and Guarantor in favor of Lender, regarding the 5840 Premises (the "5840 Indemnity").

Each reference in the Loan Documents, and hereinafter in this Modification Agreement, to the list of documents evidencing and securing the Loan shall hereafter be deemed to include the Additional Loan Documents.

6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note, the Additional Loan Documents and this Modification Agreement.

7. Except for the modifications stated herein, the Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Amended Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the loan evidenced by the Amended Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Amended Note and other Loan Documents, to forgive or waive any violation, default or breach under the Amended Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein or therein.

8. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five (5) days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Amended Note).

9. The Premises described in the 5800 Mortgage shall remain in all events subject to the lien, charge or encumbrance of such Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of such Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Amended Note, the 5800 Mortgage and/or the 5800 Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

10. This Modification Agreement shall extend to and be binding upon each of the Obligors and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

11. Each Obligor hereby ratifies and confirms his or its respective obligations and liabilities under the Amended Note and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledges that he or it has no defenses, claims or set-offs

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against the enforcement by Lender of their respective obligations and liabilities under the Amended Note and other Loan Documents, as so amended.

12. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

13. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

14. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

15. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK OR DUPAGE, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

16. EACH OBLIGOR, ON BEHALF OF HIMSELF OR ITSELF AND HIS OR ITS RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "BORROWER PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS LENDER AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR



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RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "LENDER PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE BORROWER PARTIES HAVE AS OF THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT OR MAY CLAIM TO HAVE AGAINST THE LENDER PARTIES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL TRANSACTIONS RELATING TO THE LOAN DESCRIBED HEREIN OR THE LOAN DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE LENDER PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE LENDER PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE LENDER PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE BORROWER PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF LENDER CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE BORROWER PARTIES REPRESENTS AND WARRANTS TO LENDER THAT SHE, HE OR IT: (A) READ THIS MODIFICATION AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (B) EXECUTES THIS MODIFICATION AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS MODIFICATION AGREEMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE BORROWER PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

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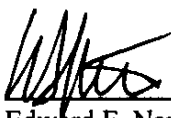
**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.

**BORROWER:**

**NAPLETON INVESTMENT PARTNERSHIP, LP**, a Delaware limited partnership

By: Napleton Management Company, LLC, a Delaware limited liability company, its General Partner

By: The Edward F. Napleton Revocable Self-Declaration of Trust u/a/d 10/1/92, its Manager

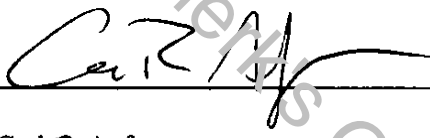
By:   
Name: Edward F. Napleton  
Title: Trustee

**GUARANTOR:**

  
EDWARD F. NAPLETON, individually

**LENDER:**

**MB FINANCIAL BANK, N.A.**, a national banking association, successor in interest to Oak Brook Bank

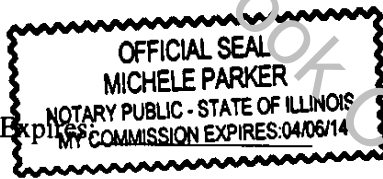
By:   
Name: Carl R. Anfenson  
Title: Senior Vice President

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Edward F. Napleton, the Trustee of The Edward F. Napleton Revocable Self-Declaration of Trust u/a/d 10/1/92, the manager of Napleton Management Company, LLC, a Delaware limited liability company (the "LLC"), the General Partner of **Napleton Investment Partnership, LP**, a Delaware limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, on behalf of and as the manager of the LLC, on behalf of and as the General Partner of the Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of January, 2012.



Michele Parker  
Notary Public

My Commission Expires

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Edward F. Napleton**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 25<sup>th</sup> day of January, 2012.



Michele Parker  
Notary Public

My Commission Expires




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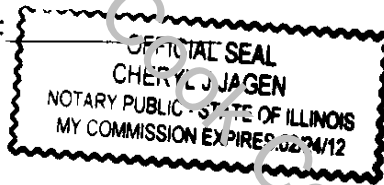
STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Carl R. Anfenson, a Senior Vice President of **MB Financial Bank, N.A.**, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of January, 2012.

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

My Commission Expires:



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## EXHIBIT A

### Original Legal Description – 5800 Premises

<b>PINS:</b>	24-05-423-006-0000	24-05-423-009-0000	24-05-423-010-0000
	24-05-423-011-0000	24-05-423-012-0000	24-05-423-013-0000
	24-05-423-014-0000	24-05-423-015-0000	24-05-423-016-0000
	24-05-423-019-0000	24-05-400-067-0000	24-05-413-009-0000
	24-05-413-019-0000	24-05-413-020-0000	24-05-413-021-0000

**Addresses:** 5760, 5780 and 5830 W. 95th Street, Oak Lawn, IL 60453

**PARCEL 1:**

LOTS 4 THROUGH 8 AND THE EAST 23 FEET OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ALSO

THE EAST 23 FEET OF THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD, AFORESAID LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND EAST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 9 (EXCEPT THE EAST 23 FEET THEREOF) AND LOT 10 IN 95TH STREET ADDITION TO LYNWOOD, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH ST ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF

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SECTION 5 AND LYING WEST OF A LINE 23 FEET WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTHEASTERLY 1/2 OF VACATED JAMES PLACE LYING NORTHWESTERLY OF AND ADJOINING LOTS 12 AND 13 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID AND LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 AND THE EASTERLY 1/2 OF VACATED JAMES PLACE LYING WEST OF AND ADJOINING SAID LOT 1 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO;

THE WESTERLY HALF OF VACATED JAMES PLACE LYING EASTERLY OF AND ADJOINING LOT 2 IN THE SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 394, 395, 396 AND 397 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### Current Legal Description - 5800 Premises

**PINS:** 24-05-423-020-0000      24-05-400-067-0000      24-05-413-029-0000

**Addresses:** 5760, 5800 and 5830 W. 95th Street, Oak Lawn, IL 60453  
9453 Menard Avenue, Oak Lawn, IL 60453

#### PARCEL 1

LOTS 4 THROUGH 8 AND THE EAST 23 FEET OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 23 FEET OF THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH STREET ADDITION TO LYNWOOD, AFORESAID LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID AND EAST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED NORTH TO A LINE 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 9 (EXCEPT THE EAST 23 FEET THEREOF) AND LOT 10 IN 95TH STREET ADDITION TO LYNWOOD, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 12, 13 AND 14 IN 95TH ST ADDITION TO LYNWOOD AFORESAID, LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5 AND LYING WEST OF A LINE 23 FEET WEST OF THE EAST LINE OF LOT 9 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID EXTENDED TO A LINE 350 FEET

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NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTHEASTERLY 1/2 OF VACATED JAMES PLACE LYING NORTHWESTERLY OF AND ADJOINING LOTS 12 AND 13 IN 95TH STREET ADDITION TO LYNWOOD AFORESAID AND LYING SOUTH OF A LINE PARALLEL TO AND 350 FEET NORTH OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 AND THE EASTERLY 1/2 OF VACATED JAMES PLACE LYING WEST OF AND ADJOINING SAID LOT 11 IN 95TH STREET ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO;

THE WESTERLY HALF OF VACATED JAMES PLACE LYING EASTERLY OF AND ADJOINING LOT 2 IN THE SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE 16.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF MENARD AVENUE LYING NORTH OF THE NORTH LINE OF 95<sup>TH</sup> STREET AND LYING SOUTH OF THE NORTH LINE EXTENDED WESTERLY OF THE 16.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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## EXHIBIT C

### Legal Description – 5840 Premises

PIN: 24-05-400-066-0000

Address: 5840 W. 95<sup>th</sup> Street, Oak Lawn, Illinois 60453

LOT 2 IN SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17230122 IN COOK COUNTY, ILLINOIS.