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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Christyl Marsh, Esq.
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 1222955057 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/16/2012 01:42 PM Pg: 1 of 12

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MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 25th day of June, 2012, by and among **IMAGINE PROPERTIES 500, LLC.**, an Illinois limited liability company (the "Borrower"), **THEODORE (TED) MAVRAKIS** and **CAROL MAVRAKIS** (formerly known as Carol A. Menger) (each a "Guarantor", and collectively, the "Guarantors") (Borrower and Guarantor are hereinafter collectively referred to as the "Obligors") and **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, its successors and assigns (the "Lender").

RECITALS:

FIDELITY NATIONAL TITLE

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A. Lender has heretofore made a loan (as modified, restated or replaced from time to time, the "Loan") to Borrower in the principal amount of Two Million Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,975,000.00), as evidenced by a Promissory Note dated March 25, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended by that certain Change in Terms Agreement dated March 25, 2012 made by Borrower in favor of Lender, and as modified, restated or replaced from time to time, the "Note"). All defined terms used herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the Amended Note (as hereinafter defined).

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 25, 2009, made by Borrower in favor of Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on April 2, 2009, as Document No. 0909255023 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto (the "Property"); (ii) that certain Assignment of Rents and Leases dated March 25, 2009, made by Borrower in favor of Lender recorded in the Recorder's Office on April 2, 2009, as Document No. 0909255024 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated March 25, 2009, made by Borrower and Guarantors in favor of Lender (the "Indemnity Agreement"); (iv) that certain Certificate of Representations, Warranties and Covenants dated March 25, 2009, made by Borrower and Guarantors in favor of Lender (the "Certificate"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity

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Agreement, the Certificate and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty of Payment dated March 25, 2009, made by Guarantors in favor of Lender (the "Guaranty").

D. Borrower desires to amend the Loan Documents in order to (i) extend the Maturity Date of the Loan to June 25, 2015, (ii) adjust the interest rate charged on the Loan to a fixed rate per annum of 4.25%, (iii) and to make such other changes set forth below.

E. Lender has agreed to make the requested changes to the Loan, upon the terms and provisions set forth below, and further provided that Imagine Property 777, LLC, an Illinois limited liability company ("777"), executes and delivers to Lender a mortgage, security agreement, assignment of leases and rents and fixture filing, an assignment of rents and leases and an environmental indemnity agreement, in favor of Lender as additional collateral securing the repayment of the Loan.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender 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:

1. **Note.** As of the date hereof, the total outstanding principal balance of the Note is \$2,788,562.65. Concurrent with the execution of this Agreement, the Borrower shall execute and deliver to Lender an amended and restated promissory note of even date herewith in the principal amount of Two Million Seven Hundred Eighty-Eight Thousand Five Hundred Sixty-Two and 65/100 Dollars (\$2,788,562.65), bearing interest at the fixed rate of four and one-quarter percent (4.25%) per annum (as modified, restated or replaced from time to time, 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 \$2,788,562.65 term loan made by Lender to Borrower and evidenced by the Amended Note.

2. **Maturity Date.** The Maturity Date of the Loan is hereby extended to June 25, 2015. Accordingly, any references in the Loan Documents to the Maturity Date are amended to be "June 25, 2015."

3. **Mortgage Modifications.** The Mortgage is hereby modified as follows:

(a) Recitals paragraph (A) is amended by appending the following sentences thereto: "The Note shall bear interest at the fixed rate of four and one-quarter percent (4.25%) per annum, subject to modification by Mortgagee and Mortgagor. THIS MORTGAGE SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT THE PROMISSORY NOTE DESCRIBED ABOVE MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED,

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CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE SHALL AUTOMATICALLY SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS, WITHOUT THE NECESSITY OF RECORDING ANY SUBSEQUENT MODIFICATION OF THIS MORTGAGE.”

(b) Paragraph 6(c) is modified by deleting the phrase “the Debt Service Ratio described in Paragraph 37 below” as it appears therein and replacing it with the phrase “the Debt Service Ratio described in Paragraph 38 below”.

(c) The following is hereby added as new Paragraph 38:

Debt Service Ratio.

a. During any calendar year ending on June 30 (a “Year”), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such Year to Debt Service (as defined below) during such Year to be less than 1.20 to 1.00 (“Debt Service Ratio”).

As used herein, “Operating Cash Flow” shall mean for any period all rental income (including minimum rent, additional rent, escalation and pass through payments) actually received by Mortgagor during such period arising from the ownership and operation of the Premises (excluding tenant security deposits, percentage rents and rent paid during such period by any tenant for more than three months of rental obligations) less the sum of all costs, taxes, expenses and disbursements of every kind, nature or description actually paid or due and payable during such period in connection with the leasing, management, operation, maintenance and repair of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus located therein or used in connection therewith, but excluding: (i) non-cash expenses, such as depreciation and amortization costs, (ii) state and federal income taxes, (iii) the non-current portion of capital expenditures determined in accordance with generally accepted accounting principles, (iv) debt service payable on the Loan, and (v) principal and interest payments on other loans expressly permitted by Mortgagee. In determining Operating Cash Flow, (a) extraordinary items of income, such as those resulting from casualty or condemnation or lease termination payments of tenants, shall be deducted from income, and (b) real estate taxes and insurance premiums shall be treated as expenses to the extent of an annualized amount based upon the amount of the most recent bill for real estate taxes and insurance premiums (regardless of whether the same shall have been paid or have become due and payable during such Year).

b. As used herein, “Debt Service” for any Year shall equal the sum of all principal and interest payments on the Loan and any other indebtedness of Mortgagor that is due and payable during such Year.

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c. Operating Cash Flow and Debt Service shall be calculated by Mortgagee based on the financial information provided to Mortgagee by Mortgagor and independently verified by Mortgagee and the calculations so verified shall be final and binding upon Mortgagor and Mortgagee.

d. If at any time during any Year Mortgagee reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such Year (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such Year (or any Year thereafter) shall be less than 1.20 to 1.00, then an Event of Default shall be deemed to exist as of the last day of such Year unless Mortgagor, on or before the last day of such Year, has delivered to Mortgagee evidence reasonably satisfactory to Mortgagee that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.20 to 1.00.”

(d) Paragraph 7 of Exhibit B is modified by adding the following address “570-584 Oakton Street, Des Plaines, Illinois 60018” thereto.

4. **Additional Collateral.** Concurrent with the execution of this Agreement, Obligors shall execute and/or cause 777 to execute and deliver to Lender the following loan documents (collectively, the “Morton Grove Loan Documents”): (a) a mortgage, security agreement, assignment of leases and rents and fixture filing of even date herewith in favor of Lender, (b) an assignment of rents and leases of even date herewith in favor of Lender, and (c) an environmental indemnity agreement in favor of Lender, as additional collateral securing the repayment of the Loan. Each reference in the Loan Documents to the term “Loan Documents” shall hereafter be deemed to include the Morton Grove Loan Documents.

5. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Amended Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantors or any other party whose financial statement has been delivered to

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Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and 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 Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

6. **Reaffirmation of Guaranty.** Guarantors ratify and affirm the Guaranty and agree that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantors in the Guaranty are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantors, enforceable in accordance with its terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

7. **Additional Requirements.** The obligations of Lender to enter into this Agreement and extend the Maturity Date shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by Borrower and Guarantors;
- (b) The Amended Note, executed by Borrower;
- (c) A certificate of existence with respect to the Borrower, issued by the Illinois Secretary of State;
- (d) Resolutions of the manager of the Borrower;

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(e) The Morton Grove Loan Documents;

(f) A date down endorsement, in form and substance acceptable to Lender, to Tigor Title Insurance Company Policy No. 2000 004009593 SC which (i) reflects the recording of this Agreement, and (ii) raises no exceptions or other matters to title which are objectionable to Lender;

(g) A certificate of existence with respect to 777, issued by the Illinois Secretary of State;

(h) Resolutions of the manager of 777; and

(i) Such other documents as Lender may reasonably require.

8. **Release of Claims.** Obligors hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Obligors had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Amended Note is repaid in full.

9. **Covenant Not to Sue.** Obligors covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the claims released pursuant to Section 8 above.

10. **Bankruptcy Provisions.** Obligors hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against any Obligor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time any Obligor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, such Obligor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against any Obligor by a third party, Obligors shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this

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Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

11. **Waiver of Defenses.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of Obligors obligations under the Loan Documents. Obligors hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, each Guarantor and the Lender.

12. **No Course of Dealing.** Obligors acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

13. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantors nor shall privity of contract be presumed to have been established with any third party.

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

15. **Entire Agreement.** Borrower, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

16. **Construction of Agreement.** Any references to the "Note", the "Loan Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the Loan Agreement and the other Loan Documents, as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed

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in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, Guarantors and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

17. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. **Amendments, Changes and Modifications**. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

19. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

20. **Time of the Essence**. Time is of the essence of each of the Obligor's obligations under this Agreement.

21. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

23. **Venue**. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, OBLIGORS IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. OBLIGORS EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR ANY OTHER LOAN DOCUMENT.

24. **Waiver of Jury Trial**. OBLIGORS IRREVOCABLY WAIVE, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE NOTE OR OTHER LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

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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:

**NORTH SHORE COMMUNITY
BANK & TRUST COMPANY**

By: [Signature]

Name: Alan Weel

Title: SVP

BORROWER:

**IMAGINE PROPERTIES 500, LLC., an
liability company**

By: [Signature]

Name: Theodore (Ted) Mavrakis

Title: sole manager

GUARANTORS:

[Signature]
THEODORE (TED) MAVRAKIS,
individually

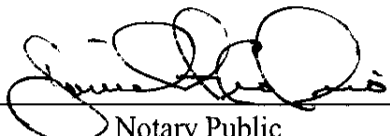
[Signature]
CAROL MAVRAKIS (formerly known as
Carol A. Mengel), individually

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan Weil, SVP of **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of JULY, 2012.



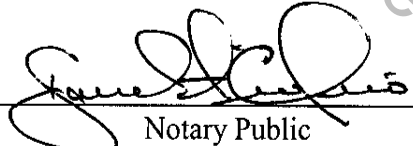
Notary Public

My Commission Expires: 10/23/12

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

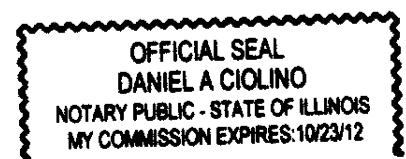
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **THEODORE (TED) MAVRAKIS** personally known to me as sole manager of **IMAGINE PROPERTIES 500, LLC.**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such sole manager of said limited liability company, pursuant to authority given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of JULY, 2012.



Notary Public

My Commission Expires: 10/23/12

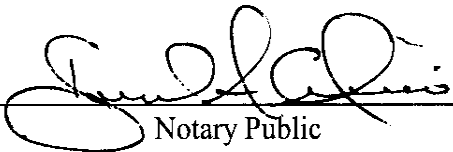


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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THEODORE (TED) MAVRAKIS 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of JULY, 2012.



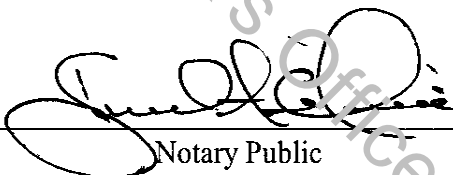
Notary Public

My Commission Expires: 10/23/12

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

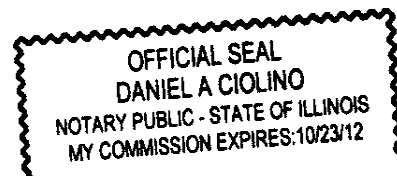
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAROL MAVRAKIS (formerly known as Carol A. Mengel) is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of JULY, 2012.



Notary Public

My Commission Expires: 10/23/12



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EXHIBIT A

THE PROPERTY

PINS: 09-19-407-014-0000 09-19-407-017-0000

Address: 570-584 Oakton Street, Des Plaines, Illinois 60018

LOTS 15 AND 16 IN BLOCK 4 IN HOMELAND ACRES BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT RAILROAD ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1944 AS DOCUMENT 13388820 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office