

This Document Prepared By
and After Recording Return to:

Mark R. O'Meara, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

NCS-33146D-03D

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**SECOND SUPPLEMENT TO MORTGAGE AND
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

This Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of December 21, 2012 (the "*Supplement*"), is being entered into between Angel Associates Limited Partnership, an Illinois limited partnership with its principal place of business and mailing address at c/o Parent Petroleum Inc., 37 W. 370 Route 38, St. Charles, Illinois 60175 (hereinafter referred to as "*Mortgagor*") and BMO Harris Bank N.A., a national banking association with its mailing address at 101 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee those certain mortgages listed on Exhibit A attached hereto, each as modified by that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of June 8, 2012, and recorded in the Recorder's Office of Cook County, Illinois on September 13, 2012, as Document No. 1225744109, (the aforesaid mortgages, as amended, collectively being referred to herein as the "*Mortgage*"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Mortgagor now or from time to time owing to Mortgagee; and

WHEREAS, the Mortgage currently secures, among other things, a term loan (the "*Term Loan*") evidenced by a Term Note of Mortgagor and Parent Petroleum Inc. ("*Parent Petroleum*"; the Mortgagor and Parent Petroleum shall be hereinafter referred to as the "*Borrowers*") dated December 9, 2009, and payable to the order of the Mortgagee in the principal amount of \$24,000,000 (the "*Original Note*"), whereby the Borrowers promise to pay said principal sum together with interest thereon at the rates and times specified in that certain Credit Agreement

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dated as of December 9, 2009, as amended, among the Borrowers and the Mortgagee (the "*Credit Agreement*"), with a final maturity of all principal and interest to be paid in accordance with the Credit Agreement; and

WHEREAS, Mortgagor has concurrently herewith entered into a Fifth Amendment to Credit Agreement with Mortgagee bearing even date herewith (the "*Amendment*") whereby the parties have agreed, among other things, to make a new advance under the Term Loan in an amount of \$5,400,000 and to amend various other terms and conditions set forth in the Credit Agreement; and

WHEREAS, pursuant to the Amendment, Mortgagor is concurrently herewith executing and delivering to Mortgagee a new Term Note of Mortgagor in substitution for the Original Term Note bearing even date herewith and payable to the order of Mortgagee in the original principal sum of \$16,264,572.59 (such term note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Term Note*") whereby Mortgagor promises to pay interest at the rate set forth in the Interest Rate Rider attached hereto and made a part hereof and to make principal payments on the Term Note at the times and in the amounts set forth in the Credit Agreement with all unpaid principal and interest becoming due on June 10, 2015; and

WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time enter into one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future, or option agreements, or any similar interest rate, currency or commodity hedging agreements with the Mortgagee or its affiliates (the "*Hedging Agreements*"; and the liability in respect of Hedging Agreements being hereinafter referred to as the "*Hedging Liability*"); and

WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time incur liability to the Mortgagee or its affiliates arising out of (a) the execution or processing of electronic transfer of funds by automatic clearing house transfer, wire transfer or otherwise to or from any deposit account of any such Borrower or any such subsidiary now or hereafter maintained with the Mortgagee or any of its affiliates, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts by the Mortgagee or any of its affiliates, and (c) any other deposit, disbursement, and cash management services afforded to any such Borrower or any such subsidiary by the Mortgagee or any of its affiliates (the "*Arrangements*"; and the liability in respect of the Arrangements being hereinafter referred to as "*Funds Transfer and Deposit Account Liability*");

WHEREAS, as a condition precedent to the Amendment, Mortgagee requires the Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Term Note; and

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

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NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the execution and delivery by Mortgagee of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Term Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (iii) the observance and performance of all covenants and agreements contained herein or in the Credit Agreement, the Term Note, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto, (iv) the payment of all sums due or owing with respect to Funding Liability and (v) the payment of all sums due or owing with respect to Funds Transfer and Deposit Account Liability (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges owned by Mortgagor described in Granting Clauses I, II, III, IV, V, VI, and VII of the Mortgage, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce Mortgagee to enter into the Amendment, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to

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such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "Note" shall be deemed references to the Term Note and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement as amended by the Amendment and as the same may from time to time hereafter be further amended, modified or restated.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

8. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.


ANGEL ASSOCIATES LIMITED PARTNERSHIP

By Angel Associates, LLC, its general partner

By 
 Name Peter A. Szum
 Title GP/Owner

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

BMO HARRIS BANK N.A.

By 
 Name Alex Reo
 Title Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SHIRIN K. MARVI, Notary Public in and for said County, in the State aforesaid, do hereby certify that PETER A. SPINA, _____ of Angel Associates, LLC, the general partner of Angel Associates Limited Partnership, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 26th day of DECEMBER, 2012.

Shirin K Marvi
Notary Public

SHIRIN K. MARVI
(Type or Print Name)

(Notarial Seal)

Commission Expires:



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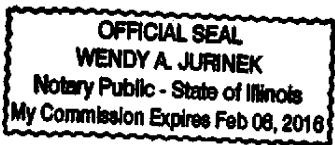
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Wendy Jurinek, Notary Public in and for said County, in the State aforesaid, do hereby certify that Alex Reo, Vice president of BMO Harris Bank N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice president, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 27th day of December, 2012.

Wendy Jurinek
Notary Public



WENDY A. JURINEK
(Type or Print Name)

(Notarial Seal)

Commission Expires:

February 8, 2016

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INTEREST RATE RIDER

This Interest Rate Rider is hereby made an integral part of and deemed to be incorporated within the those certain mortgages listed on Exhibit A attached hereto (as each may be amended, supplemented or otherwise modified from time to time, the "*Mortgage*"), from Angel Associates Limited Partnership, an Illinois limited partnership to BMO HARRIS BANK N.A., a national banking association, as administrative agent for the Secured Creditors identified in the Mortgage (in such capacity, hereinafter referred to as "*Mortgagee*"). All capitalized terms used herein without definition shall have the same meaning as in the Mortgage.

In consideration of the agreement by the Mortgagee to extend the Term Loan to the Mortgagor evidenced by the Term Note, the Mortgagor agrees to pay interest on the principal of the Term Note as follows:

1. *Interest Rate Options.* Portions of the principal indebtedness evidenced by the Term Note ("*Portions*") shall, at the option of the Mortgagor, bear interest with reference to the Base Rate (the "*Base Rate Portion*") or with reference to the Adjusted LIBOR applicable to an Interest Period ("*LIBOR Portion*"). Portions may be converted from time to time from one basis to another. Each Base Rate Portion of the Note shall bear interest at the rate determined by adding the Applicable Margin to the Base Rate as in effect from time to time. Each LIBOR Portion of the Note shall bear interest for each Interest Period selected therefor at the rate determined by adding the Applicable Margin to the Adjusted LIBOR for such Interest Period.

For purposes herein:

"*Adjusted LIBOR*" means, for any borrowing of a LIBOR Portion, a rate per annum equal to the quotient of (i) LIBOR, divided by (ii) one minus the Reserve Percentage.

"*Alternative LIBOR Index Rate*" means, for any day, the rate per annum (rounded upwards, if necessary to the nearest 1/1000 of 1%) for deposits in Dollars for a period equal to one month, which appears on Reuters Screen LIBOR01 Page as of 11:00 a.m. (London, England time) on such date (or, if such day is not a Business Day, on the immediately preceding Business Day).

"*Applicable Margin*" means, with respect to Loans until the first Pricing Date, the rates per annum shown opposite Level I below, and thereafter from one Pricing Date to the next the Applicable Margin means the rates per annum determined in accordance with the following schedule:

LEVEL	TOTAL LEVERAGE RATIO FOR SUCH PRICING DATE	APPLICABLE MARGIN FOR BASE RATE PORTIONS SHALL BE:	APPLICABLE MARGIN FOR LIBOR PORTIONS SHALL BE:
I	Greater than or equal to 2.0 to 1.0	0.50%	2.50%

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LEVEL	TOTAL LEVERAGE RATIO FOR SUCH PRICING DATE	APPLICABLE MARGIN FOR BASE RATE PORTIONS SHALL BE:	APPLICABLE MARGIN FOR LIBOR PORTIONS SHALL BE:
II	Less than 2.0 to 1.0, but greater than or equal to 1.0 to 1.0	0.25%	2.00%
III	Less than 1.0 to 1.0	0.25%	1.75%

For purposes hereof, the term "*Pricing Date*" means the date on which the Mortgagee is in receipt of Mortgagor's most recent financial statements (and, in the case of the year-end financial statements, audit report) for the fiscal quarter then ended.

"*Base Rate*" means for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by the Mortgagee from time to time as its prime commercial rate as in effect on such day, with any change in the Base Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be the Mortgagee's best or lowest rate), (b) the sum of (i) the rate determined by the Mortgagee to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Mortgagee at approximately 10:00 a.m. (Chicago time) (or as soon hereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Mortgagee for sale to the Mortgagee at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, plus (ii) 1/2 of 1%, and (c) the LIBOR Quoted Rate for such day plus 1.00%. As used herein, the term "*LIBOR Quoted Rate*" means, for any day, the rate per annum equal to the quotient of (i) the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a one-month interest period which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) divided by (ii) one (1) minus the Reserve Percentage.

"*Business Day*" means any day other than a Saturday or Sunday on which the Mortgagee is not authorized or required to close in Chicago, Illinois and, when used with respect to the advance or continuation of, or conversion into, or payment of a LIBOR Portion, a day on which banks are also dealing in United States Dollar deposits in London, England.

"*Federal Funds Rate*" means for any day the rate determined by the Mortgagee to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Mortgagee at approximately 12:00 Noon (Chicago time) (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Mortgagee for sale to the Mortgagee at face value of Federal funds in the secondary

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market in an amount equal or comparable to the principal amount owed to the Lenders for which such rate is being determined.

"Interest Period" means, with respect to any LIBOR Portion, the period commencing on, as the case may be, the creation, continuation or conversion date with respect to such LIBOR Portion and ending 1, 2, 3, or 6 months thereafter, *provided* that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day, unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) no Interest Period may extend beyond the Maturity Date;

(iii) Interest Periods for LIBOR Portions in connection with which the Mortgagor has or may incur Hedging Obligations (as defined in the Loan Agreement) with a Lender shall be of the same duration as the relevant periods set under the applicable Hedging Contracts (as defined in the Loan Agreement); and

(iv) the interest rate to be applicable to each Portion for each Interest Period shall apply from and including the first day of such Interest Period to but excluding the last day thereof.

For purposes of determining an Interest Period, a month means a period starting on one day in a calendar month and ending on a numerically corresponding day in the next calendar month, *provided, however*, if an Interest Period begins on the last day of a month or if there is no numerically corresponding day in the month in which an Interest Period is to end, then such Interest Period shall end on the last Business Day of such month.

"LIBOR" means, for each Interest Period, (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which deposits in Dollars in immediately available funds are offered to the Mortgagee at 11:00 a.m. (London, England time) two (2) Business Days before the beginning of such Interest Period by three (3) or more major banks in the interbank eurodollar market selected by the Mortgagee for delivery on the first day of and for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the LIBOR Portion scheduled to be made by the Mortgagee as part of such Borrowing.

"LIBOR Index Rate" means, for any Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in Dollars for a period equal to such Interest Period, which appears on the

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Reuters Screen LIBOR01 Page as of 11:00 a.m. (London, England time) on the day two (2) Business Days before the commencement of such Interest Period.

“Reserve Percentage” means, for purposes of computing Adjusted LIBOR, the daily average for the applicable Interest Period of the maximum rate, expressed as a decimal, at which reserves (including, without limitation, any supplemental, marginal, and emergency reserves) are imposed during such Interest Period by the Board of Governors of the Federal Reserve System (or any successor) on *“eurocurrency liabilities”*, as defined in such Board’s Regulation D (or in respect of any other category of liabilities that includes deposits by reference to which the interest rate on LIBOR Portions is determined or any category of extensions of credit or other assets that include loans by non-United States offices of any Lender to United States residents), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto. For purposes of this definition, the LIBOR Portions shall be deemed to be *“eurocurrency liabilities”* as defined in Regulation D without benefit or credit for any prorations, exemptions or offsets under Regulation D.

“Reuters Screen LIBOR01 Page” means the display designated as the *“LIBOR01 Page”* on the Reuters Service (or such other page as may replace the LIBOR01 Page on that service or such other service as may be nominated by the British Bankers’ Association as the information vendor for the purpose of displaying British Bankers’ Association Interest Settlement Rates for U.S. Dollar deposits (*“BBA LIBOR”*) or such other commercially available source providing quotations of BBA LIBOR as designated by the Mortgagee from time to time).

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EXHIBIT A

1. Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001304286

2. Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001304252

3. Fee and Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001322035

4. Fee and Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 12, 2010, as Document No. 1001218021

5. Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001322028

6. Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001304263

7. Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 12, 2010, as Document No. 1001218034

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SCHEDULE I

LEGAL DESCRIPTION

The following legal descriptions correspond with Exhibit A-1:

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

LOT 1 IN COPINIUM PLAZA SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Property Addresses: 2351 W. Schaumburg Rd., Schaumburg, Illinois 60194

P.I.N. No. 07-19-400-027-0000

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Real property in the City of Forest Park, County of Cook, State of Illinois, described as follows:

Lot 1 (except that part conveyed to the State of Illinois in Deed recorded June 7, 1983 as document number 26633514; and further excepting that part taken for road in case number 96 L 50686), Lot 2 and Lot 3 in Block 4 in C. & J. Schlund's Subdivision of Blocks 25, 26, 27, 28, 38 and 39 in Railroad Addition to Harlem in the Southeast Quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property Addresses: 7204 W. Washington, Forest Park, Illinois 60120

P.I.N. No. 15-12-436-020-0000 Vol. 163

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Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:

LOT 19 IN S. T. GUNDERSON AND SONS' GREEN FIELDS ADDITION TO OAK PARK BEING A SUBDIVISION OF CERTAIN LOTS IN FIREMAN'S INSURANCE COMPANY'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Property Addresses: 1201 N. Harlem Ave., Oak Park, Illinois 60302

P.I.N. Nos. 16-06-120-010-0000

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Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 4 IN FRANK WELLS AND COMPANY'S
BOULEVARD SUBDIVISION OF THE NORTH WEST QUARTER OF THE NORTH WEST
QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Addresses: 3803 Roosevelt Road, Chicago, Illinois 60624

P.I.N. Nos. 16-23-103-019 Vol. No. 569
16-23-103-020 Vol. No. 569
16-23-103-021 Vol. No. 569
16-23-103-022 Vol. No. 569

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Real property in the City of Hoffman Estates, County of Cook, State of Illinois, described as follows:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, THENCE SOUTH ALONG SAID PARALLEL LINE 105.30 FEET TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROUTE NO. 72, AS NOW DEDICATED; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 277.67 FEET TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY LINE; CONTINUING THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, HAVING A CURVE TO THE LEFT WITH A RADIUS OF 9728.18 FEET A DISTANCE OF 47.55 FEET TO A POINT, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, 326.95 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL 1/4, 256.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Addresses: 2598 W. Higgins, Hoffman Estates, Illinois 60169

P.I.N. No. 07-07-100-017 Vol. 187

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Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

Lot 1 in Amoco C-2 Subdivision, being a Subdivision of part of the West Half of the Northwest Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 24, 1991 as document number 91676072, in Cook County, Illinois.

Property Addresses: 1329 E. Golf Road, Schaumburg, Illinois 60173

P.I.N. No. 07-13-100-026-0000 Vol. 187

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Real property in the City of Franklin Park, County of Cook, State of Illinois, described as follows:

THAT PART OF TRACT NO. 2 IN OWNER'S DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40.00 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 15.00 FEET OF SAID TRACT NO. 2 (SAID LINE ALSO BEING THE WEST LINE OF PARCEL NO. 32 AS ESTABLISHED BY THE LAND ACQUISITION STREET MAP OF THE ILLINOIS DIVISION OF HIGHWAYS #R-90-113-70, FOR THE WIDENING OF MANNHEIM ROAD), DISTANCE 30.00 FEET NORTH OF THE SOUTH LINE OF SAID TRACT NO. 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS, ALONG THE WEST LINE OF MANNHEIM ROAD AFOREDESCRIBED FOR A DISTANCE OF 140.40 FEET TO A POINT ON A LINE 305.46 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT NO. 2; THENCE NORTH 89 DEGREES 21 MINUTES 40 SECONDS WEST, 160.00 FEET ALONG A LINE 305.45 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT NO. 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 164.80 FEET ALONG A LINE PARALLEL AND 175.00 FEET WESTERLY OF THE EAST LINE OF SAID TRACT TO A POINT ON THE NORTH LINE OF GRAND AVENUE THE SOUTH LINE OF SAID TRACT NO. 2; THENCE SOUTH 85 DEGREES 55 MINUTES 47 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT 2, FOR A DISTANCE OF 130.43 FEET TO A CORNER OF PARCEL NO. 32, (SAID POINT ALSO BEING A POINT DISTANT 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT NO. 2); THENCE NORTH 46 DEGREES 59 MINUTES 46 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 32, FOR A DISTANCE OF 40.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Addresses: 2800 N. Mannheim Road, Franklin Park, Illinois 60131

P.I.N. No. 12-29-203-036-0000

UNOFFICIAL COPY

The following legal description corresponds with Exhibit A-2:

Real property in the City of Schiller Park, County of Cook, State of Illinois, described as follows:

Lot 73 (excepting therefrom that part conveyed to the State of Illinois, Department of Transportation in deed recorded March 17, 1977 as document number 23850871) in Origer's Subdivision Unit 3, being a Resubdivision of Lot 67 in Origer's Subdivision Unit 2, in the East Half of the Southwest Quarter of Section 15, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded July 29, 1969 as document number 20914124, in Cook County, Illinois.

Property Address: 9201 W. Irving Park Road, Schiller Park, Illinois 60176

P.I.N. No. 12-15-226-012-0000 Vol. 064

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The following legal description corresponds with Exhibit A-3:

Real property in the City of Cicero, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THE NORTH 170 FEET OF THE EAST HALF OF BLOCK 25 IN HAWTHORNE, IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PER DOCUMENT 86100891.

PARCEL 2:

THE SOUTH 225.77 FEET OF THE NORTH 395.77 FEET OF THE EAST HALF OF BLOCK 25 IN HAWTHORNE, IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE SOUTH 110.77 FEET OF THE LAND TAKEN IN CONDEMNATION CASE 03L050723, ALL IN COOK COUNTY, ILLINOIS.

Property Addresses: 3100 Cicero Ave., Cicero, Illinois 60804

P.I.N. Nos. 16-33-209-006-0000
16-33-209-012-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The following legal description corresponds with Exhibit A-4:

Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:

Parcel 1: The West 72 1/2 feet (except the North 7 feet thereof) of Lot 5 in Block 5 in Timme's Subdivision of Blocks 3, 4 and 5 and part of Block 6 in Kettlestring's Addition to Harlem in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, also excepting therefrom and part thereof condemned by the Department of Transportation of the State of Illinois for and on behalf of the People of the State of Illinois had in Case No. 96L50808, being described as follows: Beginning at the Northwest corner of said Lot 5; thence North 89 degrees 19 minutes 53 seconds East (assumed), 20.00 feet along the Northerly line of said Lot 5; thence South 44 degrees 16 minutes 47 seconds West, 28.26 feet to the Westerly line of said lot, said Westerly line being also the Easterly right of way line of Harlem Avenue (Illinois Route 43); thence North 00 degrees 46 minutes 20 seconds West, 20.00 feet along the Easterly right of way line to said point of beginning, all in Cook County, Illinois.

Parcel 2: The North Half of Lot 6, (except the East 32.8 feet) in Block 5 in Timme's Subdivision of Blocks 3, 4 and 5 and part of Block 6 in Kettlestring's Addition to Harlem in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: The South Half of Lot 6 in Block 5 in Timme's Subdivision of Blocks 3, 4 and 5 and part of Block 6 in Kettlestring's Addition to Harlem in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: The East 40.70 feet of the West 113.20 feet (except the North 7 feet) of Lot 5 in Block 5 in Timme's Subdivision of Blocks 3, 4, 5 and part of Block 6 in Kettlestring's Addition to Harlem, being a subdivision of the Northern part of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Addresses: 727 N. Harlem Avenue, Oak Park, Illinois 60302

P.I.N. Nos. 16-07-100-021-0000
16-07-100-003-0000
16-07-100-024-0000

UNOFFICIAL COPY

The following legal description corresponds with Exhibit A-5:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1 THROUGH 8 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF BLOCK 2 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 68 FEET OF SAID LOT 1, ALSO EXCEPTING THE EAST 15 FEET OF SAID LOTS 1 THROUGH 7 AND THE EAST 10 FEET OF LOT 8, TAKEN OR USED FOR ALLEY).

PARCEL 2:

LOTS 1 AND 2 IN COUNTY CLERK'S DIVISION OF LOTS 1 TO 12, INCLUSIVE, IN BLOCK 5 OF ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A STRIP OF LAND LYING BETWEEN THE SOUTH LINE OF SAID LOT 8 (EXCEPT THE EAST 10 FEET THEREOF) AND NORTH LINE OF LOT 1 IN SAID COUNTY CLERK'S DIVISION ALL IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Addresses: 1221 S. Wabash Avenue, Chicago, Illinois 60605

P.I.N. Nos. 17-22-101-001-0000
 17-22-101-002-0000
 17-22-101-003-0000
 17-22-101-004-0000
 17-22-101-005-0000
 17-22-101-006-0000
 17-22-101-007-0000
 17-22-101-008-0000
 17-22-101-009-0000

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The following legal description corresponds with Exhibit A-6:

Real property in the City of Westchester, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THE NORTH 305 FEET OF THE EAST 277.79 FEET OF THE EAST HALF OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957 CASE NO. 57-2-11371 FOR ROAD WIDENING AND ALSO EXCEPTING THE EAST 50 FEET TAKEN FOR HIGHWAY PURPOSES AS DESCRIBED IN DOCUMENT 13785130) IN COOK COUNTY ILLINOIS.

Property Addresses: 1201 Cermak Road, Westchester, IL 60154

P.I.N. Nos. 15-30-200-051-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The following legal description corresponds with Exhibit A-7:

Real property in the City of Westchester, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 326, 327, 328, 329, 330, 331 AND 332 IN WILLIAM ZELOSKY'S WESTCHESTER, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 333 AND 334 IN WILLIAM ZELOSKY'S WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT RAILROAD LANDS OF CHICAGO WESTCHESTER AND WESTERN RAILROAD AND CHICAGO MADISON NORTHERN RAILROAD) LOTS 12 AND 13 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 335 TO 343, INCLUSIVE, IN WILLIAM ZELOSKY'S WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT RAILROAD LANDS OF CHICAGO WESTCHESTER AND WESTERN RAILROAD AND CHICAGO MADISON NORTHERN RAILROAD) LOTS 12 AND 13 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 344 IN WILLIAM ZELOSKY'S WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT RAILROAD LANDS OF CHICAGO WESTCHESTER AND WESTERN RAILROAD AND CHICAGO MADISON NORTHERN RAILROAD) LOTS 12 AND 13 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM SAID PARCELS 1, 2 AND 3 THAT PART TAKEN FOR RIGHT-OF-WAY DEDICATED PER PLAT OF HIGHWAYS RECORDED AUGUST 24, 2001 AS DOCUMENT 0010784096 AND REFERRED TO IN CONDEMNATION ENTERED DECEMBER 18, 2002 IN CASE NO. 99L50995.

PARCEL 5:

THE WESTERLY 10 FEET OF THE ALLEY LYING EAST AND ADJOINING PARCELS 1 THROUGH 4 VACATED BY ORDINANCE RECORDED AS DOCUMENT 0505539087 AS AMENDED BY ORDINANCE RECORDED AS DOCUMENT 0513248108.

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Property Addresses: 825 Mannheim Rd, Westchester, IL 60154

P.I.N. Nos. 15-16-307-052-0000 (Affects Parcel 1)
15-16-307-012-0000 (Affects part of Parcel 2)
15-16-307-013-0000 (Affects part of Parcel 2)
15-16-307-048-0000 (Affects Parcel 3)
15-16-307-023-0000 (Affects Parcel 4)

Property of Cook County Clerk's Office

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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 07-19-400-027-0000

Address:

Street: 2351 West Schaumburg Road

Street line 2:

City: Schaumburg

State: IL

ZIP Code: 60194

Lender: BMO Harris Bank N.A.

Borrower: Angel Associates Limited Partnership

Loan / Mortgage Amount: \$24,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 90050A0E-CE64-41A0-8212-B2648549F96B

Execution date: 12/26/2012