

# UNOFFICIAL COPY

**TCF NATIONAL BANK**

**TENTH LOAN MODIFICATION,  
EXTENSION AND ASSUMPTION  
AGREEMENT**

PREPARED BY:  
TIMOTHY S. BREEMS, SR.  
Ruff, Weidenaar & Reidy, Ltd.  
222 N. LaSalle Street, Suite 700  
Chicago, IL 60601



Doc#: 1308846000 Fee: \$76.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 03/29/2013 08:48 AM Pg: 1 of 20

Doc#: Fee: \$8.00  
Affidavit Fee:  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 03/29/2013 08:48 AM Pg: 0

This TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT ("Agreement") is dated as of December 20, 2012 by and between Sandhu Petroleum, Inc., an Illinois corporation ("SPI"); Sandhu Enterprises, Inc., an Illinois corporation ("SEI"); Sandhu Decatur LLC - Barrington, an Illinois series limited liability company ("SD-Barrington"); Sandhu Decatur LLC - Forsyth, an Illinois series limited liability company ("Forsyth"); Sandhu Decatur LLC - Wyckles, an Illinois series limited liability company ("Wyckles"); Sandhu Decatur LLC, an Illinois limited liability company ("Decatur"); Sandhu Decatur LLC - Borchers, an Illinois series limited liability company ("Borchers"); and Sandhu Petroleum Corporation Number 2, an Illinois corporation ("SPC2"), (SPI, SEI, SD-Barrington, Forsyth, Wyckles, Decatur, Borchers and SPC2 are hereinafter collectively referred to as "Existing Borrowers"); SMHR Holding Company LLC, a Delaware limited liability company ("Additional Borrower") (Existing Borrowers and Additional Borrower are sometimes hereinafter collectively referred to as "Borrowers"); Harjinder Singh and Navdeep Singh, a/k/a Navdeep Gill (hereinafter each individually referred to as a "Guarantor" and collectively referred to as the "Guarantors"); and TCF National Bank, a national banking association (hereinafter referred to as "Bank").

## RECITALS

WHEREAS, Existing Borrowers are indebted to the Bank in a principal amount not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the "Line of Credit") plus interest as evidenced by that certain Commercial Mortgage Non-Revolving Line of Credit Note dated December 21, 2006 in the original principal amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00) executed and delivered by SPI, SEI and SD-Barrington (collectively the "Original Borrowers") to the Bank as modified by that certain Loan Modification and Extension Agreement dated as of June 21, 2008 (the "First Modification Agreement") between Original Borrowers, Guarantors and the Bank and recorded on December 29, 2008 with the Lake County Recorder of Deeds as Document No. 6420358, as modified by that certain Second Loan

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Modification Agreement dated May 28, 2009 (the "Second Modification Agreement") between Original Borrowers, Guarantors and the Bank and recorded on June 10, 2009 with the Lake County Recorder of Deeds as Document No. 6483004, as modified by that certain Third Loan Modification and Extension Agreement dated as of June 21, 2010 (the "Third Modification Agreement") between Original Borrowers, Guarantors and the Bank and recorded on August 23, 2010 with the Lake County Recorder of Deeds as Document No. 6635865, as increased to a principal amount not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) and modified by and additionally assumed by SPC2 pursuant to that certain Fourth Loan Modification, Extension and Assumption Agreement dated as of October 28, 2010 to be effective as of September 21, 2010 (the "Fourth Modification Agreement") between Original Borrowers, SPC2, Guarantors and the Bank and recorded on November 18, 2010 with the Lake County Recorder of Deeds as Document No. 6671793, as modified by that certain Fifth Loan Modification and Extension Agreement dated October 31, 2011 to be effective as of September 21, 2011 (the "Fifth Modification Agreement") between Original Borrowers, SPC2, Guarantors and the Bank, as modified by that certain Sixth Loan Modification and Extension Agreement dated January 19, 2012 to be effective as of December 20, 2011 (the "Sixth Modification Agreement") between Original Borrowers, SPC2, Guarantors and the Bank, as modified and additionally assumed by Forsyth, Wyckles, Decatur and Borchers by that certain Seventh Loan Modification, Extension and Assumption Agreement dated March 20, 2012 (the "Seventh Modification Agreement") between Existing Borrowers, Guarantors and the Bank, as modified by that certain Eighth Loan Modification, Extension and Assumption Agreement dated June 20, 2012 (the "Eighth Modification Agreement") between Existing Borrowers, Guarantors and the Bank, recorded with the Lake County, IL Recorder of Deed on August 2, 2012 as Document No. 6880113, recorded with the Cook County Recorder of Deeds on August 27, 2012 as Document No. 1224046152, recorded with the McLean County, IL Recorder of Deeds on August 22, 2012 as Document No. 2012-00020999, and recorded with the Macon County Recorder of Deeds on July 30, 2012 as Document No. 1838485 in Book 4235, Pages 287 through 307, inclusive, and as modified by that certain Ninth Loan Modification and Extension Agreement dated September 20, 2012 (the "Ninth Modification Agreement") between Existing Borrowers, Guarantors and the Bank (the "Line of Credit Note");

WHEREAS, the Line of Credit is evidenced or secured in part by:

- A. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated December 21, 2006 made by SD-Barrington and recorded with the Lake County Recorder of Deeds on January 17, 2007 as Document No. 6121815 as modified by the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement, the Fourth Modification Agreement, the Fifth Modification Agreement, the Sixth Modification Agreement, Seventh Modification Agreement, Eighth Modification Agreement and Ninth Modification Agreement (the "Barrington Mortgage"), relating to and encumbering the real property legally described on Exhibit A attached hereto and made a part hereof, and
- B. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated May 28, 2009 made by SEI to the Bank and recorded with

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the Cook County Recorder of Deeds on June 4, 2009 as Document No. 0915522086 as modified by that certain First Amendment to Mortgage dated as of October 28, 2010 by and between SEI and the Bank, Eighth Modification Agreement and Ninth Modification Agreement (the "1225 Palatine Mortgage"), relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit B attached hereto (the "1225 Palatine Premises"), and

- C. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated May 28, 2009 made by SPC2 to the Bank and recorded with the Cook County Recorder of Deeds on June 4, 2009 as Document No. 0915522087 as modified by that certain First Amendment to Mortgage dated as of September 21, 2010 by and between SPC2 and the Bank, Eighth Modification Agreement and Ninth Modification Agreement (the "Elmwood Mortgage"), relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit C attached hereto, and
- D. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of October 28, 2010 to be effective as of September 21, 2010 made by SPC2 to the Bank and recorded with the Cook County Recorder of Deeds on November 12, 2010 as Document No. 1031631050 as modified by the Eighth Modification Agreement and Ninth Modification Agreement (the "Western Mortgage"), relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit D attached hereto, and
- E. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of April 8, 2010 made by Harjinder Singh to the Bank and recorded with the McLean County Recorder of Deeds on April 14, 2010 as Document No. 2010-00007674 as modified by that certain First Amendment to Mortgage dated as of October 28, 2010 to be effective as of September 21, 2010 by and between Harjinder Singh and the Bank, Eighth Modification Agreement and Ninth Modification Agreement (the "Gridley Mortgage"), relating to and encumbering the real property located in McLean County, Illinois and legally described on Exhibit E attached hereto, and
- F. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated effective as of October 28, 2010 made by SD-Barrington to the Bank and recorded with the Cook County Recorder of Deeds on February 14, 2011 as Document No. 1104512086 as modified by the Eighth Modification Agreement and Ninth Modification Agreement (the "850 Palatine Mortgage"), relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit F attached hereto, and
- G. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated effective as of March 20, 2012 made by Forsyth to the

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Bank and recorded with the Macon County Recorder of Deeds on March 30, 2012 as Document No. 1831482 in Book 4208, Pages 729 through 760, inclusive, as modified by the Eighth Modification Agreement and Ninth Modification Agreement (the "Forsyth Mortgage"), relating to and encumbering the real property located in Macon County, Illinois and legally described on Exhibit G attached hereto, and

- H. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated effective as of March 20, 2012 made by Wyckles to the Bank and recorded with the Macon County Recorder of Deeds on March 30, 2012 as Document No. 1831483 in Book 4208, Pages 761 through 792, inclusive, as modified by the Eighth Modification Agreement and Ninth Modification Agreement (the "Wyckles Mortgage"), relating to and encumbering the real property located in Macon County, Illinois and legally described on Exhibit H attached hereto, and
- I. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated effective as of March 20, 2012 made by Borchers to the Bank and recorded with the Macon County Recorder of Deeds on March 30, 2012 as Document No. 1831484 in Book 4208, Pages 793 through 824, inclusive, as modified by the Eighth Modification Agreement and Ninth Modification Agreement (the "Borchers Mortgage"), relating to and encumbering the real property located in Macon County, Illinois and legally described on Exhibit I attached hereto;

which Barrington Mortgage, 1225 Palatine Mortgage, Elmwood Mortgage, Western Mortgage, Gridley Mortgage, 850 Palatine Mortgage, Forsyth Mortgage, Wyckles Mortgage and Borchers Mortgage (collectively referred to herein as the "Mortgages") together with all other documents or instruments evidencing or securing the Line of Credit are sometimes hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, the Guarantors own and control the Existing Borrowers and have unconditionally guaranteed the repayment of the Line of Credit and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Unlimited Continuing Guarantee dated December 21, 2006 executed and delivered by Guarantors to the Bank as reaffirmed by the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement, the Fourth Modification Agreement, the Fifth Modification Agreement, the Sixth Modification Agreement, the Seventh Modification Agreement, the Eighth Modification Agreement and Ninth Modification Agreement (the "Guaranty"); and

WHEREAS, Existing Borrowers and Guarantors have caused the fee simple title to the 1225 Palatine Premises to be conveyed to Additional Borrower subject to the Mortgage and other Loan Documents and desire to have Additional Borrower additionally assume all liability to the Bank under the Line of Credit Note, 1225 Palatine Mortgage and other Loan Documents as a co-borrower with Existing Borrowers and to extend the maturity date of the Line of Credit pursuant to the terms, covenants and conditions of this Agreement.

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WHEREAS, to induce the Bank to consent to the conveyance of the 1225 Palatine Premises to Additional Borrower, to have Additional Borrower additionally assume all liability to the Bank under the Line of Credit Note, 1225 Palatine Mortgage and other Loan Documents as a co-borrower with Existing Borrowers and to extend the maturity date of the Line of Credit, Borrowers and Guarantors have offered to enter into this Agreement. The Bank has accepted such offer.

NOW, THEREFORE, in mutual covenants and conditions herein and for other good and valuable consideration, the receipt and consideration of the sufficiency of which is hereby acknowledged by all parties hereto, Borrowers and Guarantors hereby agree with the Bank as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.

2. The Line of Credit Note is hereby modified such that the Maturity Date of the Line of Credit evidenced by the Line of Credit Note is hereby extended to May 22, 2013. Any reference in the Line of Credit Note or any other of the Loan Documents to the maturity date of the Line of Credit evidenced by the Line of Credit Note shall mean May 22, 2013.

3. Additional Borrower hereby becomes an additional maker of the Line of Credit Notes as modified herein, together with the Existing Borrowers as makers of the Line of Credit Note, as if Additional Borrower had originally executed and delivered the Line of Credit Note to the Bank. The Line of Credit Note as modified herein, shall continue in full force and effect with all obligations and liabilities thereunder to the Bank being hereby additionally assumed by the Additional Borrower. Additional Borrower hereby becomes a "Borrower", "undersigned" and "Indemnitor", as the case may be, of and under the Line of Credit Note and other Loan Documents; assumes all liabilities and obligations of Existing Borrower and other obligors to the Bank referenced or set forth in the Line of Credit Note and each of the Loan Documents.

4. Additional Borrower hereby becomes "Mortgagor" under the 1225 Palatine Mortgage and grants, conveys, pledges, hypothecates, assigns and mortgages of Additional Borrower's rights, titles and interests in and to the 1225 Palatine Premises and in and to any and all of the "Leases" and "Rents" as such terms are referenced in the 1225 Palatine Premises to Mortgagee pursuant to all the terms, covenants and conditions of the 1225 Palatine Mortgage and submits the same to the lien and all the terms, covenants and conditions of the 1225 Palatine Mortgage. Any reference in the 1225 Palatine Mortgage to "Mortgagor" shall mean Additional Borrower.

5. Each of Guarantors hereby acknowledges and agrees that the Guaranty signed by each of them shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrowers under the Line of Credit Note as modified herein and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Loan Documents, all as modified herein, and all other documents (as such documents are or may be modified) evidencing or securing

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any indebtedness evidenced by the Line of Credit Note as extended herein to be performed and observed by the parties who executed said documents. Each of Guarantors reaffirms his or her respective obligations stated in the Guaranty, consents to the matters affected by this Agreement and agrees that their respective liabilities as guarantors shall not be diminished by this Agreement.

6. As a condition precedent to the agreements contained herein, Borrowers shall pay to Bank all out-of-pocket costs and expenses incurred by Bank in connection with this Agreement, including, without limitation, title charges, recording fees, and attorneys' fees and expenses.

7. Each of Borrowers and Guarantors acknowledges and agrees with the Bank that the Line of Credit Note as may be modified herein is a valid obligation of Borrowers and each of them and enforceable in accordance with the terms and provisions thereof; that the security interests granted under any of the Loan Documents to secure the Line of Credit, and all such security interests heretofore extended by Borrowers or others to the Bank to secure such Line of Credit are valid and enforceable against the Borrowers or others and enforceable liens and security interests against the collateral described therein. Each of Borrowers and Guarantors hereby represents, covenants and warrants to the Bank that as of the date hereof, Borrowers and Guarantors have no claims, counterclaims, defenses, or set-offs with respect to the Line of Credit, or any of the terms, covenants or conditions of the Line of Credit Note or Loan Documents, all as modified herein, any such claims, counterclaims, defenses, or set-offs being hereby fully waived.

8. Borrowers, Guarantors and each of them, for themselves and their respective successors and assigns, forever release the Bank and its agents, attorneys, servants, employees, officers, successors and assigns (hereinafter collectively "Releasees"), from any and all claims, demands, actions or causes of action, of whatever kind or nature, in law or equity, from the beginning of the world to the date of these presents, including but not limited to, all matters and consequences arising out of the transactions evidenced by any of the Line of Credit Note or Loan Documents, all as modified herein, or this Agreement. It is further expressly understood and agreed that the Release contained in this Paragraph 8 is intended to cover, and does cover, not only all known losses or damages which Borrowers or Guarantors claim or may claim to have sustained, but also includes any and all future losses or damages, not now known or anticipated, but which may later develop or be or become discovered, and including all effects and consequences thereof, and shall further include and cover any and all further or additional facts or circumstances whether known or unknown, now or in the future, to Borrowers, Guarantors or to Releasees or to their respective personal representatives, successors or assigns.

9. In all respects, other than those expressly amended, modified, or supplemented hereby, Borrowers and Guarantors do hereby ratify and confirm the provisions, terms and conditions of the Line of Credit Note or Loan Documents.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

**EXISTING BORROWERS:**

Sandhu Petroleum, Inc., an Illinois corporation,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Wyckles, an Illinois series limited liability company,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Enterprises, Inc., an Illinois corporation,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Forsyth, an Illinois series limited liability company,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Petroleum Corporation Number 2, an Illinois corporation,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Borchers, an Illinois series limited liability company,

By: Harjinder Singh  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Decatur LLC, an Illinois limited liability company,

By: Harjinder Singh  
Name: Harjinder Singh  
Title: Manager

Sandhu Decatur LLC - Barrington, an Illinois limited liability company,

By: Harjinder Singh  
Name: Harjinder Singh  
Title: Manager

**ADDITIONAL BORROWER:**

SMHR Holding Company LLC, a Delaware limited liability company,

BY: Navdeep Gill  
Name: Navdeep Singh, a/k/a Navdeep Gill  
Title: Manager

**GUARANTORS:**

Name: Harjinder Singh  
Navdeep Gill  
Name: Navdeep Singh, a/k/a Navdeep Gill

**BANK:**

TCF National Bank, a national banking association,

By: John Bailey  
Name: John Bailey  
Title: AVP

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

**EXISTING BORROWERS:**

Sandhu Petroleum, Inc., an Illinois corporation,

By: [Signature]  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Wyckles, an Illinois series limited liability company,

By: [Signature]  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Enterprises, Inc., an Illinois corporation,

By: [Signature]  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Forsyth, an Illinois series limited liability company,

By: [Signature]  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Petroleum Corporation Number 2, an Illinois corporation,

By: [Signature]  
Name: Harjinder Singh  
TITLE: PRESIDENT

Sandhu Decatur LLC - Borchers, an Illinois series limited liability company,

By: [Signature]  
Name: Harjinder Singh  
TITLE: MANAGER

Sandhu Decatur LLC,  
an Illinois limited liability company,

By: [Signature]  
Name: Harjinder Singh  
Title: Manager

Sandhu Decatur LLC - Barrington, an Illinois limited liability company,

By: [Signature]  
Name: Harjinder Singh  
Title: Manager

**ADDITIONAL BORROWER:**

SMHR Holding Company LLC, a Delaware limited liability company,

BY: [Signature]  
Name: Navdeep Singh, a/k/a Navdeep Gill  
Title: Manager

**GUARANTORS:**

✓ [Signature]  
Name: Harjinder Singh  
[Signature]  
Name: Navdeep Singh, a/k/a Navdeep Gill

**BANK:**

TCF National Bank, a national banking association,

By: [Signature]  
Name: [Signature]  
Title: [Signature]

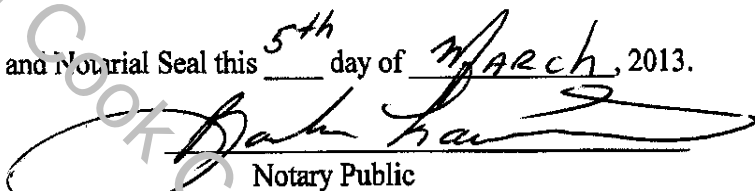


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STATE OF ILLINOIS )  
COUNTY OF Cook )

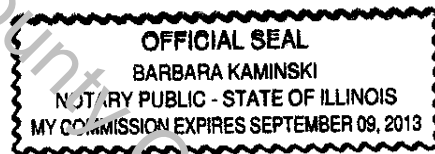
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Harjinder Singh, personally known to me to be the same person whose name individually and as President of each of Sandhu Petroleum, Inc., an Illinois corporation, Sandhu Enterprises, Inc., an Illinois corporation, Sandhu Petroleum Corporation Number 2, an Illinois corporation, and as Manager of each of Sandhu Decatur LLC – Forsyth, an Illinois series limited liability company, Sandhu Decatur LLC – Wyckles, an Illinois series limited liability company, Sandhu Decatur LLC, an Illinois limited liability company, and Sandhu Decatur LLC - Borchers, an Illinois series limited liability company, and Sandhu Decatur LLC - Barrington, an Illinois limited liability company, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary acts and as the free and voluntary acts of said corporations and limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of MARCH, 2013.

  
Notary Public

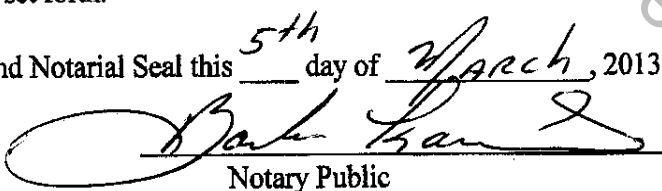
My Commission Expires: 9-9-13

STATE OF ILLINOIS )  
COUNTY OF Cook )

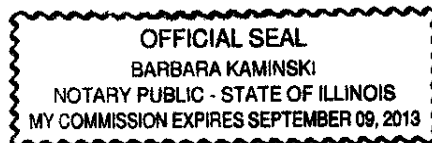


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Navdeep Singh a/k/a Navdeep Gill, personally known to me to be the same person whose name individually and as Manager of SMHR Holding Company LLC, a Delaware limited liability company, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own 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 5<sup>th</sup> day of MARCH, 2013.

  
Notary Public

My Commission Expires: 9-9-13

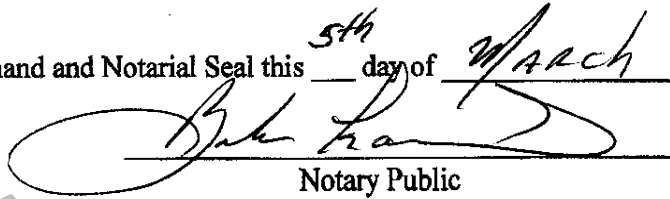


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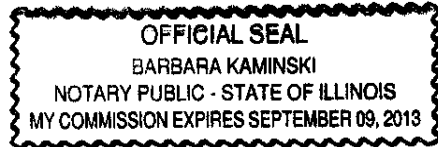
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.  
 )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Harjinder Singh, 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 to me 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 5th day of March, 2013.

  
Notary Public

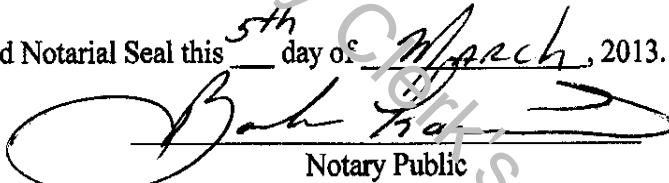
My Commission Expires: 9-9-13



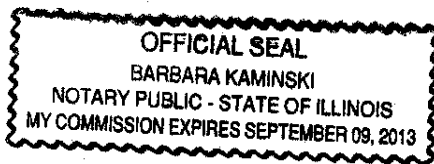
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.  
 )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Navdeep Singh, a/k/a Navdeep Gill, 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 to me 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 5th day of March, 2013.

  
Notary Public

My Commission Expires: 9-9-13

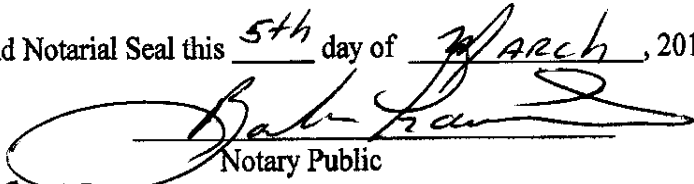


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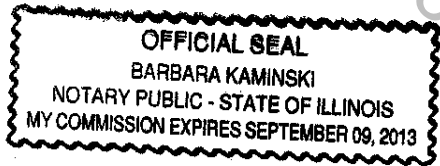
STATE OF Illinois  
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joshua BAILEY, personally known to me to be the same person whose name is as Assistant Vice Pres. of TCF National Bank, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary acts of said TCF National Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of MARCH, 2013.

  
Notary Public

My Commission Expires: 9-9-13



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**EXHIBIT A**  
To  
TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

**LEGAL DESCRIPTION**

LOTS 3 AND 4 (EXCEPT THE EAST 25.07 FEET THEREOF) IN LIBERTY SQUARE ADDITION TO BARRINGTON, BEING A SUBDIVISION OF BLOCK "T" IN THE TOWN OF CUBA, NOW BARRINGTON, IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1927, AS DOCUMENT 301929, IN BOOK "R" OF PLATS, PAGE 84, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 13-36-308-007

Address: 301 N. Hough Street, Barrington, IL 60010

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## EXHIBIT B

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE NORTHWEST HIGHWAY OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 219.8 FEET; THENCE NORTHWEST AT AN ANGLE OF 59°06', 436.1 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 16; THENCE EAST 374.6 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 02-16-102-001-0000

Address: 1225 W. Northwest Highway, Palatine, IL

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## EXHIBIT C

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

#### PARCEL ONE:

LOT "C" IN WESTWOOD, BEING MILLS AND SONS SUBDIVISION IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-25-316-111-0000

Address: 7750 W. Grand Avenue, Elmwood Park, IL

#### PARCEL TWO:

LOTS 1, 2, 3 AND 4 IN BLOCK 28 IN S.E. GROSS' SUBDIVISION OF BLOCK 27 TO 42 BOTH INCLUSIVE IN DAUPHIN PARK SECOND ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-03-200-045-0000

Address: 401 E. 87<sup>th</sup> Street, Chicago, IL

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## EXHIBIT D

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

#### PARCEL 1:

THE WEST 21.32 FEET (MEASURED ON THE NORTH LINE) OF THAT PART OF SUB-LOT 6 LYING NORTH OF THE NORTH LINE OF THE FIRST ALLEY SOUTH OF WEST WALNUT STREET AS OPENED BY THE CITY OF CHICAGO IN THE SUBDIVISION OF LOT 8 IN BLOCK 41, ALL IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

SUB-LOTS 5 AND 6 IN THE SUBDIVISION OF LOT 9 IN BLOCK 41, ALL IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF LOT 10 IN BLOCK 41, AFORESAID LYING BETWEEN THE SOUTH LINE OF WEST WALNUT STREET AND THE NORTH LINE OF THE FIRST ALLEY SOUTH OF SAID WALNUT STREET AS OPENED BY THE CITY OF CHICAGO THROUGH THE SOUTH 1/2 OF LOT 10 FROM EAST TO WEST (EXCEPT THE WEST 17 FEET OF SAID LOT 10 IN BLOCK 41, AFORESAID, TAKEN FOR WIDENING OF NORTH WESTERN AVENUE) ALL IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THE NORTH 1/2 OF VACATED ALLEY LYING SOUTH OF AND ADJOINING PARCELS 1, 2 AND 3 AFORESAID ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-07-312-001-0000; 17-07-312-002-0000; 17-07-312-038-0000

Address: 225 N. Western Avenue, Chicago, IL 60612

# UNOFFICIAL COPY

## EXHIBIT E

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

A PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 66 FEET DUE SOUTH OF THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 37 IN THE VILLAGE OF GRIDLEY AS PLATTED BY KENT AND CARLISLE, THENCE EAST ONE HUNDRED AND TWENTY (120) FEET, ON THE SOUTH SIDE OF FIRST STREET IN SAID VILLAGE OF GRIDLEY, THENCE SOUTH TO THE SECTION LINE ON THE NORTH SIDE OF PAVED HIGHWAY KNOWN AS ROUTE NO. 8 RUNNING EAST AND WEST THRU SAID VILLAGE OF GRIDLEY, THENCE WEST ONCE HUNDRED AND TWENTY (120) FEET; THENCE NORTH TO THE PLACE OF BEGINNING.

P.I.N.: 02-04-392-001

Address: 212 West Gridley Road, Gridley, IL



# UNOFFICIAL COPY

## EXHIBIT F

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

LOT 3 IN WILLOW CREEK, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 02-24-106-007-0000

Address: 850 E Northwest Highway, Palatine, IL

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## EXHIBIT G

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

LOT ONE (1) OF BOOK BARN ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 725 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

P.I.N.: 07-07-14-101-027

Address: 104 Route 51, Forsyth, Illinois

# UNOFFICIAL COPY

## EXHIBIT H

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

LOT ONE (1) OF WYCKLES SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 270 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

P.I.N.: 06-11-13-226-012

Address: 355 N Wyckles Road, Decatur, Illinois

# UNOFFICIAL COPY

## EXHIBIT I

To

TENTH LOAN MODIFICATION, EXTENSION AND ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

LOT ONE (1) OF BORCHER'S CORNER, AS PER PLAT RECORDED IN BOOK 1832, PAGE 499 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SITUATED IN MACON COUNTY, ILLINOIS.

P.I.N.: 04-12-21-427-003

Address: 1256 Southside Drive, Decatur, Illinois