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THIS INSTRUMENT PREPARED BY:

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



Doc#: 1310649019 Fee: \$58.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/16/2013 01:22 PM Pg: 1 of 11

AND AFTER RECORDING MAIL TO:

Sylvia Spear Netzel
Commercial Loan Coordinator
MB Financial Bank, N.A.
6111 North River Road - 9th Floor
Rosemont, Illinois 60018

2010-07-13 (1092)

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 15th day of January, 2013, by and among **EDWARD F. NAPLETON** ("Borrower"), **NAPLETON INVESTMENT PARTNERSHIP, LP**, a Delaware limited partnership ("Mortgagor") (Borrower and Mortgagor are hereinafter collectively referred to as the "Obligors"), and **MB FINANCIAL BANK, N.A.**, a national banking association, successor in interest to Oak Brook Bank ("Lender").

WITNESSETH:

WHEREAS, Borrower previously executed and delivered to Lender that certain promissory note dated as of March 24, 2004 in the original principal sum of Four Million and 00/100 Dollars (\$4,000,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note evidences a revolving line of credit loan extended by Lender to Borrower (as modified from time to time, the "Loan"), which Loan is secured, in part, by the following documents (the following documents and any and all other instruments executed by any Obligor in connection with the Loan, together with the Amended Note, as hereinafter defined, are hereinafter collectively referred to as the "Loan Documents"):

- (i) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 made by Mortgagor in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Cook Recorder's Office"), as Document No. 0415349042 (the "Calumet City Mortgage"), encumbering the property commonly known as 1951 River Oaks Drive, Calumet City, Illinois and legally described on **Exhibit A** attached hereto and made a part hereof (the "Calumet City Premises");
- (ii) Junior Assignment of Leases and Rents dated as of March 24, 2004 made by Mortgagor in favor of Lender, recorded in the Cook Recorder's Office, as Document No. 0415349043, encumbering the Calumet City Premises (the "Calumet City Assignment of Rents");
- (iii) Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004, made by Mortgagor in favor of Lender, recorded in the Office of the Recorder

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of Deeds of DuPage County, Illinois (the "DuPage Recorder's Office"), as Document No. R2004-149838 (the "Elmhurst Mortgage"), encumbering the property commonly known as 727 West Grand/745 West Lake, Elmhurst, Illinois and legally described on **Exhibit B** attached hereto and made a part hereof (the "Elmhurst Premises"); and

- (iv) Junior Assignment of Leases and Rents dated as of March 24, 2004, made by Mortgagor in favor of Lender, recorded in the DuPage Recorder's Office, as Document No. R2004-149839, encumbering the Elmhurst Premises (the "Elmhurst Assignment of Rents").

WHEREAS, the Calumet City Mortgage and the Elmhurst Mortgage shall hereinafter collectively be called the "Mortgages" and singularly, a "Mortgage"; and

WHEREAS, the Calumet City Assignment of Rents and the Elmhurst Assignment of Rents shall hereinafter collectively be called the "Assignments" and singularly, an "Assignment"; and

WHEREAS, the Calumet City Premises and the Elmhurst Premises shall hereinafter collectively and individually be called the "Premises"; and

WHEREAS, the Loan was modified pursuant to that certain modification agreement dated as of December 6, 2010, by and among Borrower, Mortgagor and Lender, recorded in the Cook County Recorder's Office as Document No. 1035749105 and in the DuPage County Recorder's Office as Document No. R2011-018405, whereby among other modifications, the (i) interest rate charged on the Loan was changed, and (ii) the maturity date of the Loan was extended to November 15, 2011, and in connection therewith the Borrower executed and delivered to the Lender an Amended and Restated Promissory Note dated December 6, 2010 in the original principal sum of \$4,000,000.00; and

WHEREAS, the maturity date of the Loan was extended to February 15, 2012 pursuant to that certain note extension and modification agreement dated as of November 15, 2011, by and between Borrower and Lender; and

WHEREAS, the Loan was modified pursuant to that certain second modification agreement dated as of January 23, 2012, by and among Borrower, Mortgagor and Lender, recorded in the Cook County Recorder's Office as Document No. 1206042050 and in the DuPage County Recorder's Office as Document No. R2012-021601, whereby among other modifications, the (i) the principal sum of the Loan was reduced to \$3,000,000.00, and (ii) the maturity date of the Loan was extended to January 15, 2013, and in connection therewith the Borrower executed and delivered to the Lender an Amended and Restated Promissory Note dated January 23, 2012 in the original principal sum of \$3,000,000.00; and

WHEREAS, Obligors are desirous of (i) decreasing the principal sum of the Loan to \$1,300,000.00, (ii) decreasing the interest rate charged on the Loan, (iii) extending the maturity date of the Loan to January 15, 2016, and (iv) making certain other changes thereto, and Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of each Mortgage held by Lender is a valid, second and

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

1. The parties represent and agree that the foregoing recitals are true and correct.
2. All capitalized terms used herein and not defined shall have the meaning set forth in the Amended Note (as hereinafter defined).
3. Concurrent with the execution of this Modification Agreement, the Borrower shall pay down the outstanding principal balance of the Loan to \$1,300,000.00, and execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00), payable to the order of Lender on January 15, 2016 together with interest payable periodically as therein described (the "Amended Note"). Each reference in the Loan Documents to the term "Note" shall hereafter be deemed to be a reference to the Amended Note. Each reference in the Loan Documents to the term "Loan" shall hereafter mean that certain \$1,300,000.00 revolving line of credit loan made by Lender to Borrower and evidenced by the Amended Note.
4. The second paragraph on page 1 of each Mortgage is hereby amended and restated in its entirety to read as follows:

"Edward F. Napleton ("Borrower") has executed and delivered to Mortgagee an Amended and Restated Promissory Note (as modified, restated or replaced from time to time, the "Note") in the principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) dated January 15, 2013, and payable to the order of Mortgagee on January 15, 2016 (as such date may be extended from time to time at the Mortgagee's sole option), and bearing interest at a variable rate equal to the LIBOR rate (as established by the London Interbank Bank) plus a spread of 250 basis points per annum, and payable as set forth in the Note."
5. The second paragraph on page 1 of each Assignment is hereby amended and restated in its entirety to read as follows:

"WHEREAS, Edward F. Napleton ("Borrower") has executed an Amended and Restated Promissory Note dated January 15, 2013, payable to the order of Lender in the principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (as modified, restated or replaced from time to time, the "Note"), and Assignor has executed a Junior Mortgage, Security Agreement and Financing Statement dated as of March 24, 2004 (as modified from time to time, the "Mortgage"), to secure the Note, conveying the premises ("Premises") legally described in Exhibit A hereto; and"
6. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note and this Modification Agreement.

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

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

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

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

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

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

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

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

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

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

16. EACH OBLIGOR, ON BEHALF OF HIMSELF OR ITSELF AND HIS OR ITS RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "BORROWER PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS LENDER AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "LENDER PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE BORROWER PARTIES HAVE AS OF THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT OR MAY CLAIM TO HAVE AGAINST THE LENDER PARTIES, INCLUDING

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BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL TRANSACTIONS RELATING TO THE LOAN DESCRIBED HEREIN OR THE LOAN DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE LENDER PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE LENDER PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE LENDER PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS MODIFICATION AGREEMENT. THE BORROWER PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF LENDER CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE BORROWER PARTIES REPRESENTS AND WARRANTS TO LENDER THAT SHE, HE OR IT: (A) READ THIS MODIFICATION AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (B) EXECUTES THIS MODIFICATION AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS MODIFICATION AGREEMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE BORROWER PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

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

BORROWER:



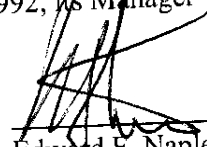
EDWARD F. NAPLETON, individually

MORTGAGOR:

NAPLETON INVESTMENT PARTNERSHIP, LP, a Delaware limited partnership

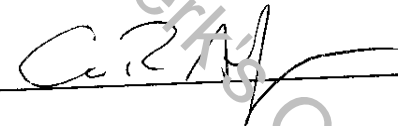
By: Napleton Management Company, LLC, a Delaware limited liability company, its General Partner

By: The Edward F. Napleton Revocable Self-Declaration of Trust a/t/d 10/1/1992, its Manager


By: _____
Name: Edward F. Napleton
Title: Trustee

LENDER:

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

By: 

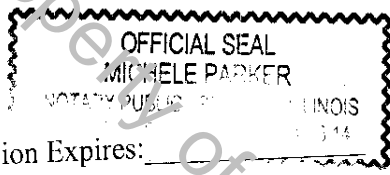
Name: Carl R. Anfenson
Title: Senior Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Given under my hand and notarial seal this 25th day of March, 2013.



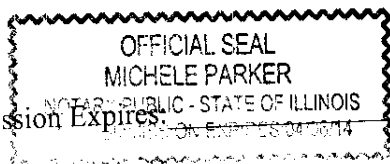
My Commission Expires: _____

Michele Parker
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Edward F. Napleton, the Trustee of The Edward F. Napleton Revocable Self-Declaration of Trust a/t/d 10/1/1992, the manager of Napleton Management Company, LLC, a Delaware limited liability company (the "LLC"), the General Partner of **Napleton Investment Partnership, LP**, a Delaware limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, on behalf of and as the manager of the LLC, on behalf of and as the General Partner of the Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of March, 2013.



My Commission Expires: _____

Michele Parker
Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

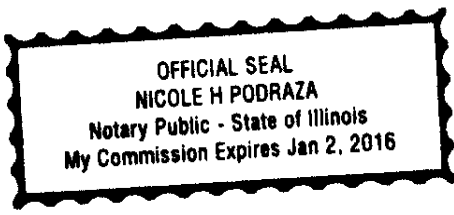
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Carl ~~A~~ Anfenon, a Senior Vice President of **MB Financial Bank, N.A.**, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing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

Given under my hand and notarial seal this 3 day of April, 2013.



Notary Public

My Commission Expires: 1/2/2014



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1350 W. NORTHWEST HIGHWAY
ARLINGTON HEIGHTS, IL 60004
(847) 255-7100

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EXHIBIT A

Legal Description – Calumet City Premises

PIN: 29-24-100-033-0000

Address: 1910 159th Street (River Oaks Drive), Calumet City, IL 60409

PARCEL 1: THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24 AND THAT PART OF LOT 1 LYING NORTH OF THE CENTER OF THE LITTLE CALUMET RIVER IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY OF 159TH STREET, AS DEDICATED BY DOCUMENT 25546780, A DISTANCE OF 75 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD, THENCE SOUTH 37 DEGREES, 49 MINUTES 47 SECONDS EAST 109.63 FEET ON A LINE PARALLEL WITH LAST SAID WESTERLY RIGHT OF WAY LINE; THENCE DUE SOUTH 233.41 FEET; THENCE DUE WEST 239.72 FEET; THENCE DUE NORTH 277 FEET; THENCE DUE WEST 31 FEET; THENCE DUE NORTH 43 FEET TO SAID SOUTH RIGHT OF WAY LINE OF 159TH STREET, THENCE DUE EAST 203.47 FEET ALONG LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1A: PERPETUAL NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109000 AND SAGA RESTAURANTS, INC. DATED SEPTEMBER 23, 1987 AND RECORDED OCTOBER 13, 1987 AS DOCUMENT 87551807 AND AS AMENDED BY DOCUMENT NUMBER 96690100 OVER THE FOLLOWING:

THAT PART OF LOT 1 IN RIVER OAKS WEST UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 24 AND THAT PART OF LOT 1 (LYING NORTH OF THE LITTLE CALUMET RIVER) IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NEW SOUTH RIGHT OF WAY LINE OF 159TH STREET, AS DEDICATED BY DOCUMENT NUMBER 25546780, A DISTANCE OF 278.47 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE DUE SOUTH 43 FEET; THENCE DUE EAST 31 FEET; THENCE DUE SOUTH 277 FEET; THENCE DUE WEST 300.82 FEET THENCE NORTH 30 DEGREES, 44 MINUTES, 09 SECONDS WEST 76.67 FEET; THENCE DUE NORTH 249.10 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PARK AVENUE AS DEDICATED BY DOCUMENT NUMBER 24296287, TO THE SOUTH LINE OF THE NEW 159TH STREET RIGHT OF WAY, THENCE DUE EAST 22.14 FEET; THENCE NORTH 87 DEGREES, 08 MINUTES, 15 SECONDS EAST 100.12 FEET THENCE DUE EAST 186.87 FEET ALL ALONG THE NEW SOUTH RIGHT OF WAY LINE, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Legal Description – Elmhurst Premises

PIN: 03-27-401-004-0000

Addresses: 727 W. Grand Avenue, Elmhurst, IL 60126
745 W. Lake Street, Elmhurst, IL 60126

THAT PART OF LOT 4 IN FISCHER'S ASSESSMENT DIVISION, BEING A SUBDIVISION IN SECTIONS 26, 27 AND 35, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF RELOCATED GRAND AVENUE ACCORDING TO CONDEMNATION CASE NUMBER C68-423 AND NORTHERLY OF THE NORTHERLY LINE OF LAKE STREET AS WIDENED, IN DUPAGE COUNTY, ILLINOIS.