



Doc#: 1312201027 Fee: \$88.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/02/2013 10:18 AM Pg: 1 of 18

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Meltzer, Purtil & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606
Attn: William J. Mitchell, Esq.

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**FOURTH AMENDMENT TO
MORTGAGE AND ASSIGNMENT OF RENTS**

THIS FOURTH AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of April 2, 2013 and made effective as of March 29, 2013, by and among LEXINGTON DES PLAINES I LLC, a Delaware limited liability company ("Borrower"), and COLE TAYLOR BANK, an Illinois banking corporation, its successors and assigns (the "Lender").

RECITALS

Borrower made and delivered to Lender (i) that certain Mortgage, Security Agreement and Fixture Filing dated as of August 29, 2007 from Borrower to Lender and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on September 4, 2007 as Document No. 0724733014 (the "Mortgage"), and (ii) that certain Assignment of Rents and Leases dated as of August 29, 2007 from Borrower to Lender and recorded in the Recorder's Office on September 4, 2007 as Document No. 0724733015 (the "Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in **Exhibit A** hereto. The Mortgage and the Assignment of Rents were delivered to Lender pursuant to the terms of that certain Construction Loan Agreement dated as of August 29, 2007 (as amended from time to time, the "Loan Agreement") among Borrower, Lender and the Guarantors (as defined therein).

The Mortgage and the Assignment of Rents were delivered as collateral security for the payment of a loan (the "Loan") to Borrower in the aggregate principal amount of Twenty-One Million Eighty-Four Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$21,084,336.00), as evidenced by (i) that certain Acquisition and Development Note dated August 29, 2007 in the principal amount of \$16,084,336.00, made payable by Borrower to the order of Lender (the "Original A&D Note"), and (ii) that certain Revolver Note dated August 29, 2007 in an amount not to exceed \$5,000,000.00 outstanding at any one time, made payable by Borrower to the order

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of Lender (the "Original Revolver Note") (the Original A&D Note and Original Revolver Note are hereinafter collectively referred to as the "Original Notes")

Borrower, Guarantors and Lender previously entered into that certain First Modification of Loan Documents dated as of August 29, 2010 (the "First Amendment"), pursuant to which Lender agreed to modify the Loan Agreement, the Original Notes and the other Loan Documents (as defined in the First Amendment) to, among other things, extend the Maturity Date and to decrease the amount of the Loan. Pursuant to the First Amendment, Borrower delivered to Lender (i) that certain First Amended and Restated Acquisition and Development Note dated as of August 29, 2010 (the "First Amended A&D Note") in the amount of Seven Million Five Hundred Sixty-One Thousand One Hundred Nineteen and 78/100 Dollars (\$7,561,119.78), and (ii) that certain First Amended and Restated Revolver Note dated as of August 29, 2010 (the "First Amended Revolver Note") in the amount of Three Million Five Thousand and 00/100 Dollars (\$3,500,000.00).

Borrower, Guarantors and Lender previously entered into that certain Second Modification of Loan Documents dated as of December 29, 2010 (the "Second Amendment"), pursuant to which Lender agreed to modify the Loan Agreement, the Original Notes, as amended, and the other Loan Documents (as defined in the Second Amendment) to, among other things, extend the Maturity Date and to decrease the amount of the Loan. Pursuant to the Second Amendment, Borrower delivered to Lender (i) that certain Second Amended and Restated Acquisition and Development Note dated as of December 29, 2010 (the "Second Amended A&D Note") in the amount of Seven Million Two Hundred Sixteen Thousand Three Hundred Sixty-Six and 00/100 Dollars (\$7,216,366.00), and (ii) that certain Second Amended and Restated Revolver Note dated as of December 29, 2010 (the "Second Amended Revolver Note") in the amount of Three Million Five Thousand and 00/100 Dollars (\$3,500,000.00).

Borrower, Guarantors and Lender previously entered into that certain Third Modification of Loan Documents dated as of December 29, 2012 (the "Third Amendment"), pursuant to which Lender agreed to modify the Loan Agreement, the Original Notes, as amended, and the other Loan Documents (as defined in the Third Amendment) to, among other things, extend the Maturity Date and to decrease the amount of the Loan. Pursuant to the Third Amendment, Borrower delivered to Lender (i) that certain Third Amended and Restated Acquisition and Development Note dated as of even date herewith (the "Third Amended A&D Note") in the amount of Two Million Eight Hundred Thirty-Four Thousand Eight Hundred Forty-Five and 78/100 Dollars (\$2,843,845.78), and (ii) that certain Third Amended and Restated Revolver Note dated as of even date herewith (the "Third Amended Revolver Note") in the amount of Three Million Five Thousand and 00/100 Dollars (\$3,500,000.00). The Original A&D Note, as amended and replaced by the First Amended A&D Note, as amended and replaced by the Second Amended A&D Note, as amended and replaced by the Third Amended A&D Note is hereinafter referred to as the "A&D Note". The Original Revolver Note, as amended and replaced by the First Amended Revolver Note, as amended and replaced by the Second Amended Revolver Note, as amended and replaced by the Third Amended Revolver Note is hereinafter referred to as the "Revolver Note". The A&D Note and Revolver Note are hereinafter collectively referred to as the "Notes".

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Borrower, Guarantors and Lender are now entering into that certain Fourth Modification of Loan Documents dated as of even date herewith (the "Fourth Amendment"), pursuant to which Lender has agreed to modify the Loan Agreement, the Notes and the other Loan Documents (as defined in the Fourth Amendment) to, among other things, extend the Maturity Date and to decrease the amount of the Loan. Pursuant to the Fourth Amendment, Borrower delivered to Lender (i) that certain Fourth Amended and Restated Acquisition and Development Note dated as of even date herewith (the "Fourth Amended A&D Note") in the amount of Two Million Two Hundred Ninety-Six Thousand Nine Hundred Forty-Five and 78/100 Dollars (\$2,296,945.78), and (ii) that certain Fourth Amended and Restated Revolver Note dated as of even date herewith (the "Fourth Amended Revolver Note") in the amount of Two Million Five Thousand and 00/100 Dollars (\$2,500,000.00).

Borrower and Lender desire to further amend the Mortgage and the Assignment of Rents to reflect the extended Maturity Date and to provide that the Mortgage and the Assignment of Rents shall secure the Loan, as amended by the Fourth Amendment and as evidenced by the Fourth Amended A&D Note and the Fourth Amended Revolver Note.

Accordingly, Borrower and Lender hereby amend the Mortgage and Assignment of Rents, as follows:

1. The first Recital of the Mortgage shall be amended to read in its entirety as follows:

"Mortgagor is justly indebted to Mortgagee in the aggregate principal sum of Five Million Seven Hundred Ninety-Six Thousand Nine Hundred Forty-Five and 78/100 Dollars (\$5,796,945.78) outstanding at any one time (the "Loan"). The Loan is evidenced by (i) a certain Fourth Amended and Restated Acquisition and Development Note dated as of March 29, 2013 (the "Fourth Amended A&D Note") in the amount of Two Million Two Hundred Ninety-Six Thousand Nine Hundred Forty-Five and 78/100 Dollars (\$2,296,945.78), and (ii) that certain Fourth Amended and Restated Revolver Note dated as of March 29, 2013 (the "Fourth Amended Revolver Note") in the amount of Two Million Five Thousand and 00/100 Dollars (\$2,500,000.00) (the Fourth Amended A & D Note and the Fourth Amended Revolver Note are hereinafter referred to as the "Notes"), and any and all renewals, extensions or refinancings thereof, in and by which Notes, Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein. The Notes shall bear interest at a rate of interest equal to the greater from time to time of (i) six percent (6%) per annum, or (ii) the floating rate of interest equal to the Prime Rate (as defined in the Note) plus one percent (1%). The unpaid principal amount and all accrued and unpaid interest due under the Notes, if not sooner paid, shall be due on March 29, 2015. Any reference in the Mortgage or Assignment of Rents to the Maturity Date shall mean and refer to March 29, 2015. All such payments on account of the indebtedness evidenced by the Notes shall be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest being made payable at such place as the holder of the Notes

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may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated above or at such other address as Mortgagee may from time to time designate in writing.”

2. The current legal description for the Premises is as set forth on **Exhibit A** attached hereto. The legal description of the Premises shall be amended to read in its entirety as set forth on **Exhibit A** attached hereto, and any reference in the Loan Documents to the “Property”, “Land”, the “Premises”, or any similar term, shall be deemed to mean the real property described on **Exhibit A**.

3. Any references in the Mortgage to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Borrower agrees that Lender shall have the right to record this Amendment in the Recorder’s Office to reflect the subject matter hereof.

4. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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This Amendment has been entered into as of the date first above written.

BORROWER:

LEXINGTON DES PLAINES I LLC, a Delaware limited liability company

BY: Lexington Homes II, LLC, an Illinois limited liability company, its sole member

By:  _____
Wayne Moretti, Manager

MORTGAGEE:

COLE TAYLOR BANK

By: _____
Its: _____

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWER:

LEXINGTON DES PLAINES I LLC, a Delaware limited liability company

BY: Lexington Homes II, LLC, an Illinois limited liability company, its sole member

By: _____
Wayne Moretti, Manager

MORTGAGEE:

COLE TAYLOR BANK

By: [Signature]
Its: TSP

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wayne Moretti, Manager of Lexington Homes II, LLC ("Company"), the sole member of LEXINGTON DES PLAINES I LLC ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, on behalf of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of April, 2013.

Karen E. Schell

Notary Public

My Commission Expires: 8-7-16



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Cole Taylor Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of Cole Taylor Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of April, 2013.

Notary Public

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wayne Moretti, Manager of Lexington Homes II, LLC ("Company"), the sole member of LEXINGTON DES PLAINES I LLC ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, on behalf of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of April, 2013.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Castello, the SVP of Cole Taylor Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of Cole Taylor Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of April, 2013.

Sandra Zar

Notary Public



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EXHIBIT A

Legal Description

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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LOTS 2 THROUGH 5, BOTH INCLUSIVE, 9, 13, 16, 17 AND LOTS 21 THROUGH 24, BOTH INCLUSIVE, AND BLOCKS A, E AND I IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARTS OF SAID LOTS:

THE SOUTH 23.76 FEET OF LOT 16 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062 IN COOK COUNTY, ILLINOIS

THE NORTH 21.05 FEET OF THE SOUTH 64.91 FEET OF LOT 16 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062 IN COOK COUNTY, ILLINOIS

THE NORTH 20.05 FEET OF THE SOUTH 106.05 FEET OF LOT 16 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062 IN COOK COUNTY, ILLINOIS

THE NORTH 20.10 FEET OF THE SOUTH 43.86 FEET OF LOT 16 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062 IN COOK COUNTY, ILLINOIS

LOT 16, EXCEPT THE SOUTH 147.21 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062 IN COOK COUNTY, ILLINOIS

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THE NORTH 21.06 FEET OF THE SOUTH 127.11 FEET OF LOT 16 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062 IN COOK COUNTY, ILLINOIS

LOT 13, EXCEPT THE SOUTH 149.62 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE SOUTH 25.18 FEET OF LOT 13 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 21.12 FEET OF THE SOUTH 108.48 FEET OF LOT 13 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 20.07 FEET OF THE SOUTH 45.25 FEET OF LOT 13 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 21.05 FEET OF THE SOUTH 129.53 FEET OF LOT 13 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

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THE NORTH 21.05 FEET OF THE SOUTH 87.36 FEET OF LOT 13 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062 IN COOK COUNTY, ILLINOIS

THE NORTH 20.05 FEET OF THE SOUTH 149.67 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 20.08 FEET OF THE SOUTH 45.21 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

THE NORTH 21.12 FEET OF THE SOUTH 108.52 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

LOT 17, EXCEPT THE SOUTH 149.67 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

THE NORTH 21.10 FEET OF THE SOUTH 129.62 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST ¼ AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

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THE SOUTH 25.13 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

THE NORTH 21.12 FEET OF THE SOUTH 87.40 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

LOT 22, EXCEPT THE SOUTH 107.11 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE SOUTH 24.64 FEET OF LOT 22 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY ILLINOIS.

THE NORTH 21.07 FEET OF THE SOUTH 66.28 FEET OF LOT 17 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062 IN COOK COUNTY, ILLINOIS.

LOT 23, EXCEPT THE NORTH 65.82 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062 IN COOK COUNTY, ILLINOIS

THE SOUTH 21.12 FEET OF THE SOUTH 86.97 FEET OF LOT 22 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE

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NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 23.55 FEET OF LOT 23 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062 IN COOK COUNTY, ILLINOIS

THE NORTH 20.14 FEET OF THE SOUTH 107.11 FEET OF LOT 22 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, COOK COUNTY, ILLINOIS

THE SOUTH 21.12 FEET OF THE NORTH 65.82 FEET OF LOT 23 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

THE NORTH 20.10 FEET OF THE SOUTH 44.74 FEET OF LOT 22 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, COOK COUNTY, ILLINOIS

THE SOUTH 23.98 FEET OF LOT 21 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 20.05 FEET OF THE SOUTH 65.17 FEET OF LOT 21 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS.

THE NORTH 21.11 FEET OF THE SOUTH 65.85 FEET OF LOT 22 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, COOK COUNTY, ILLINOIS

THE EAST 21.08 FEET OF THE WEST 44.94 FEET OF LOT 3 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE NORTH 21.14 FEET OF THE SOUTH 45.12 FEET OF LOT 21 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062.

LOT 21, EXCEPT THE SOUTH 65.17 FEET THEREOF, IN LEXINGTON PARK BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS

THE SOUTH 21.15 FEET OF THE NORTH 44.70 FEET OF LOT 23 IN LEXINGTON PARK BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS.

THE EAST 23.84 FEET OF LOT 3 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809116062, IN COOK COUNTY, ILLINOIS

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LOT 3, EXCEPT THE EAST 108.14 FEET THEREOF, IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE, EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS

THE EAST 21.07 FEET OF THE WEST 108.16 FEET LOT 3 IN LEXINGTON PARK BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS.

THE EAST 21.07 FEET OF THE WEST 66.01 FEET OF LOT 3 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS.

THE EAST 21.08 FEET OF THE WEST 67.09 FEET OF LOT 3 IN LEXINGTON PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2008 AS DOCUMENT 0809116062, IN COOK COUNTY, ILLINOIS.

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