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This document was prepared by,
and after recording, return to:

Joseph Q. McCoy, Esq.
Bryan Cave LLP
161 N. Clark St., Ste. 4300
Chicago, Illinois 60601



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/03/2013 01:31 PM Pg: 1 of 27

Permanent Tax Index Number[s]:

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only.

See Exhibit "A"

Property Address:

See Exhibit "A"

FOURTH MODIFICATION OF LOAN DOCUMENTS AND FORBEARANCE AGREEMENT

THIS FOURTH MODIFICATION OF LOAN DOCUMENTS AND FORBEARANCE AGREEMENT (this "Agreement") is dated this 22nd day of April, 2013, to be effective as of April 20, 2013 (the "**Effective Date**") by and between MELROSE LAKE, L.L.C., an Illinois limited liability company ("**Melrose Lake**"), CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as successor in trust to Grand Premier Trust and Investments, Inc., N.A., as Trustee under Trust Agreement dated April 21, 1999 and known as Trust No. 7003921 ("**Chicago Title**" or "**Trustee**") (Melrose Lake and Chicago Title are hereinafter collectively referred to as "**Borrower**"), MARTIN G. TUOHY, an individual ("**Tuohy**"), LYLE PETERSEN, an individual ("**Petersen**") (Tuohy and Petersen are hereinafter collectively referred to as "**Guarantors**"), and FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation and successor to Old Kent Bank, as successor to Grand National Bank ("**Lender**").

WITNESSETH:

WHEREAS, on or about April 30, 1999, Borrower and Lender executed a Construction Mortgage Note in the original principal amount of \$5,360,000.00 (the "1999 Note"). The 1999 Note is secured by a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement (the "1999 Mortgage") and an Assignment of Leases and Rents (the "Assignment"), each dated April 30, 1999, and recorded on May 10, 1999 with the Cook County Recorder of Deeds as Document Nos. 99450967 and 99450968 respectively. The 1999 Mortgage and Assignment were granted by Borrower for the benefit of Lender collateralizing real property commonly known as 2701 West Lake Street, Melrose Park,

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Illinois 60161 and formally described on Exhibit B attached hereto, but now legally described on Exhibit A attached hereto (the "Property"). The 1999 Note is further secured by Borrower's pledge of a security interest in all of its business assets to Lender as evidenced by a UCC-1 Financing Statement filed with the Secretary of State of Illinois on April 3, 2000 as Document No. 004183683, which was subsequently continued and amended on January 3, 2005 and February 5, 2010 (the "Financing Statement"). The 1999 Note was guaranteed by Tuohy and Petersen pursuant to a Guaranty dated April 30, 1999 (the "1999 Guaranty"). The 1999 Note matured on April 30, 2000 and was not paid in full.

WHEREAS, on or about May 26, 2000, Borrower and Lender executed an Agreement and First Modification of Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement and Related Loan Documents (the "First Modification") which was recorded with the Cook County Recorder of Deeds as Document No. 00414187 on June 7, 2000. Borrower, Lender and Guarantors also entered into that certain Loan Agreement dated May 26, 2000 (the "Loan Agreement") and executed a Mortgage Note in the original principal amount of \$5,860,000.00 (the "Mortgage Note"). Lender was granted a collateral assignment of the Beneficial interest in Trust No. 7003921 pursuant to a Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated May 26, 2000 (the "Collateral ABI"). The Mortgage Note was guaranteed by Tuohy and Petersen pursuant to a Guaranty dated May 26, 2000 (the "2000 Guaranty"). The Mortgage Note matured on June 1, 2005 and was not paid in full.

WHEREAS, Borrower defaulted on its obligation under the Mortgage Note due to its failure to pay Lender all principal and interest prior to the June 1, 2005 maturity date. On or about August 12, 2005, Borrower, Lender and Guarantors entered into a Forbearance Agreement (the "Forbearance Agreement") at the request of Borrower and Guarantors. Pursuant to the Forbearance Agreement, Borrower was to pay all principal and interest on the Mortgage Note on or before November 30, 2005.

WHEREAS, on or about December 1, 2005, Borrower, Lender and Guarantors entered into the First Extension of the Forbearance Agreement (the "First Extension to Forbearance Agreement") due to Borrower's failure to pay all principal and interest due on the Mortgage Note on or before November 30, 2005. Pursuant to the First Extension to Forbearance Agreement, Borrower was to pay all principal and interest on the Mortgage Note on or before May 31, 2006.

WHEREAS, on or about September 18, 2006, Lender filed a foreclosure proceeding in the Circuit Court of Cook County Illinois (Case Number 06 CH 19384) to foreclose the 1999 Mortgage, Assignment and First Modification, which resulted in a Settlement and Release Agreement dated November 22, 2006, between Lender, Melrose Lake, L.L.C. and Guarantors (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Borrower and Lender entered into an Amended and Restated Mortgage Note dated November 22, 2006 in the principal amount of \$4,044,908.78 (the "Amended and Restated Mortgage Note"). The Amended and Restated Mortgage Note matured on December 1, 2011. The Amended and Restated Mortgage Note is secured by a Second Modification of Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, and Assignment of Leases and

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Rents dated November 22, 2006 (the "Second Modification"), which was recorded with the Cook County Recorder of Deeds as Document No. 0633517063 on December 1, 2006, and by a Third Modification of Loan Documents and Forbearance Agreement dated September 27, 2012 (the "Third Modification"), which was recorded with the Cook County Recorder of Deeds as Document No. 1227718023 on October 3, 2012. The Amended and Restated Mortgage Note was guaranteed by and pursuant to the "2006 Guaranties": that certain to Continuing Guaranty Agreement dated November 22, 2006 executed by Tuohy ("Tuohy Guaranty"); and that certain Continuing Guaranty Agreement dated November 22, 2006 executed by Petersen ("Petersen Guaranty").

WHEREAS, the 1999 Mortgage, Assignment, First Modification, Second Modification, and Third Modification are hereinafter collectively referred to as the "Mortgage."

WHEREAS, Borrower failed to pay the principal and interest due on the Amended and Restated Mortgage Note by December 1, 2011. At the request of Borrower and Guarantors, Lender entered into an Amendment to a Fifth Third Bancorp Bank Amended and Restated Mortgage Note dated December 28, 2011 (the "First Amendment to Mortgage Note"), which was secured by the Mortgage and Financing Statement. The First Amendment to Mortgage Note matured on February 1, 2012.

WHEREAS, Borrower failed to pay the principal and interest due on the First Amendment to Mortgage Note by February 1, 2012. At the request of Borrower and Guarantors, Lender entered into a Second Amendment to a Fifth Third Bancorp Amended and Restated Mortgage note dated June 27, 2012 (the "Second Amendment to Mortgage Note"), which was secured by the Mortgage and Financing Statement. The Second Amendment to Mortgage Note matured on August 5, 2012.

WHEREAS, Borrower failed to pay the principal and interest due on the Second Amendment to Mortgage Note by August 5, 2012. At the request of Borrower and Guarantors, Lender entered into a Second Amended and Restated Mortgage Note dated September 27, 2012 (the "Second Amended and Restated Mortgage Note"), which was secured by the Mortgage and Financing Statement. The Second Amended and Restated Mortgage Note matured on April 20, 2013.

WHEREAS, the 1999 Note, Mortgage Note, Forbearance Agreement, First Extension, Amended and Restated Mortgage Note, First Amendment to Mortgage Note, Second Amendment to Mortgage Note and Second Amended and Restated Mortgage Note, are hereinafter collectively referred to as the "Note."

WHEREAS, the 1999 Guaranty, 2000 Guaranty, and 2006 Guaranties are hereinafter collectively referred to as the "Guaranty."

WHEREAS, the 1999 Note, 1999 Mortgage, Assignment, Collateral ABI, Mortgage Note, First Modification, Forbearance Agreement, First Extension to Forbearance Agreement, Amended and Restated Mortgage Note, Loan Agreement, First Amendment to Mortgage Note, Second Amendment to Mortgage Note, 1999 Guaranty, 2000 Guaranty, 2006 Guaranties, Settlement Agreement and Second Modification, Third Modification, and such other documents

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delivered or executed in connection with the Loan, as amended, restated or replaced from time to time, are collectively referred to herein as the "Loan Documents."

WHEREAS, the Borrower and Guarantors hereby acknowledge that they have breached certain financial covenants contained in the Loan Documents, and request forbearance of certain defaults under the Mortgage and the Note as more fully set forth herein; and

WHEREAS, Borrower and Guarantor have requested that the Lender enter into this Agreement and forbear from the further exercise and enforcement of its rights, powers and remedies under the Loan Documents upon the terms and conditions set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the covenants and agreements contained herein, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Affirmation of Recitals / Definitions.** Borrower agrees that the Recitals set forth above are true and correct. The Recitals are incorporated herein by this reference. Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. **Principal Balance of the Second Amended to Mortgage Note.** As of the date hereof, the outstanding principal balance under the Second Amended and Restated Mortgage Note is Two Million Nine Hundred Sixty Two Thousand Eight Hundred Sixty Six and 59/100 Dollars (\$2,962,866.59).

3. **Third Amended and Restated Mortgage Note.** Concurrent with the execution and delivery of this Agreement, Borrower will deliver to Lender that certain "Third Amended and Restated Mortgage Note" with an effective date of April 20, 2013, in the principal amount of Two Million Nine Hundred Sixty Two Thousand Eight Hundred Sixty Six and 59/100 Dollars (\$2,962,866.59).

4. **Maturity Date.** The Maturity Date shall be July 19, 2013. Any reference in the Loan Documents to the "Maturity Date" shall mean July 19, 2013.

5. **Financial Requirements.** The Borrower represents and warrants that the financial statements for the Borrower previously submitted to the Lender are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Borrower and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of the Borrower from the dates of said financial statements until the date hereof. Notwithstanding any contrary in the Loan Documents, Borrower shall supply Lender with the following information: 1) as soon as available, but in no event more than one hundred twenty (120) days following the end of each calendar year: a) company-prepared annual financial statements of Melrose Lake; and b) self-prepared personal financial statements for each Guarantor (including any and all

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brokerage statements for each individual Guarantor); 2) as soon as available, but in no event more than fifteen (15) days following the date of filing: a) CPA-prepared state, federal and local annual tax returns (and applicable K-1s related thereto) for Melrose Lake; and b) CPA-prepared state, federal and local annual tax returns for each Guarantor. Notwithstanding the foregoing, Borrower and Guarantors shall submit to Lender all 2010, 2011 and 2012 tax returns no later than June 30, 2013.

6. **Intentionally Deleted.**

7. **Additional Borrower Requirements.**

(a) Melrose Lake shall submit to Lender verification from existing tenant(s) that all capital improvements have been fully completed to tenant's satisfaction as required by the applicable lease and that neither tenant(s) nor Melrose Lake is in default thereunder. Melrose Lake shall submit said evidence, the sufficiency of which shall be determined by Lender in its sole and absolute discretion, on or before June 30, 2013.

(b) Borrower acknowledges it is in default under Section 7(b) of the Third Modification and that the Tenant Reimbursement Fee (as defined in the Third Modification) is now due and owing. Lender agrees to waive the Tenant Reimbursement Fee so long as Borrower provides the paperwork required for reimbursement of tenant's real estate tax obligations for 2009 (payable in 2010), 2010 (payable in 2011), 2011 (payable in 2012) and the first installment for 2012 (payable in 2013) (together and including any and all late fees or penalties, if applicable, the "Proceeds") on or before June 30, 2013. Borrower shall deposit one hundred percent (100%) of the Proceeds, estimated in Borrower's 2012 pro forma to total \$138,747.00, into the "Deposit Account" (see section 8 below). The Proceeds will be used until depleted as follows: (1) to pay past real estate taxes on collateral parcel (15-04-404-015), (2) to pay past due real estate taxes on parking lot parcels (15-04-404-17,18,19), (3) to establish real estate tax escrow to cover one hundred five percent (105%) of next real estate tax installment for all parcels of the Property, (4) to apply to the Fifty Thousand and No/100 Dollars (\$50,000.00) principal curtailment payment due on July 15, 2013 (as described below), and then (5) to remaining improvements required by the lease with the State of Illinois.

(c) On or before June 30, 2013, Borrower shall pay any and all tax payments relating to the Property, which are then due and payable.

(d) If in any event that certain lawsuit between the State of Illinois and Belvidere Bay LLC is settled, Melrose Lake shall deliver to Lender evidence satisfactory to confirm the same. In addition, upon Melrose Lake's receipt of applicable settlement proceeds, Melrose Lake shall remit to Lender the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) on or before July 15, 2013.

8. **Deposit Account.** Borrower agrees to deposit all rental payments, including reimbursement payments, relating to the Property (collectively, the "Pledged Funds") into the Deposit Account. The Pledged Funds will be held and disbursed as follows (to the extent the

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Deposit Account contains sufficient funds to make said disbursements, after payment of all amounts due and owing under the Note):

- (a) \$18,857.00 per month to be used to cover operating expenses; and
- (b) an amount satisfactory to pay all outstanding real estate taxes.

9. **Reaffirmation of Tuohy Guaranty.** Tuohy hereby ratifies and affirms the Tuohy Guaranty and agrees that the Tuohy Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Tuohy in the Tuohy Guaranty are, as of the date hereof, true and correct and Tuohy does not know of any default thereunder. The Tuohy Guaranty continues to be the valid and binding obligation of Tuohy, enforceable in accordance with its terms and Tuohy has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

10. **Reaffirmation of Petersen Guaranty.** Petersen hereby ratifies and affirms the Petersen Guaranty and agrees that the Petersen Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Petersen in the Petersen Guaranty are, as of the date hereof, true and correct and Petersen does not know of any default thereunder. The Petersen Guaranty continues to be the valid and binding obligation of Petersen, enforceable in accordance with its terms and Petersen has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

11. **Amendment to the Loan Documents.** All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

12. **Forbearance.**

(a) **Forbearance.** Borrower hereby acknowledges that an Event of Default has occurred and is continuing under the terms of the Mortgage for, among other things, its failure to make timely payments under the Note (the "Existing Default"). Subject to the terms and conditions set forth in this Agreement, Lender hereby agrees to forbear from exercising the rights and remedies available to Lender as a result of the Existing Default (including, but not limited to the right to declare any or all of the Indebtedness to be immediately due and payable) from the date hereof until July 19, 2013 (the "Forbearance Period"). Lender's agreement to forbear from exercising its rights and remedies as provided for herein applies only to the Existing Default. If, during on or prior to the expiration of the Forbearance Period, there shall occur or exist any other condition which constitutes or could, with the giving of notice or the passing of time, constitute an Event of Default under the Mortgage or any other Loan Document, or if Borrower violates any provision of this Agreement or fails to perform any obligation hereunder, Lender shall be entitled to exercise any of its rights and remedies provided for in this Agreement, the Mortgage, or any other Loan Document and its agreement to forbear shall terminate.

(b) **Acknowledgment of Existing Default.** Borrower hereby acknowledges the Existing Default and agrees that Borrower is in default under the Mortgage and other Loan Documents. Borrower agrees that Lender has the right to declare that an Event of

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Default exists and, among the remedies therefore, declare the outstanding amount of the Loan immediately due and payable in full based on the Existing Default. Borrower further acknowledges and agrees that (a) there are no offsets, defenses or counterclaims to the payment of all of the indebtedness of Borrower to Lender and (b) nothing in this Agreement constitutes a waiver of Lender's right to demand payment in full of the Loan based on the Existing Default or upon the occurrence of any other circumstance constituting or giving rise to the existence of an Event of Default.

(c) Interest, Late Charges and Default Interest. Borrower and Guarantor acknowledge that any and all interest and penalties, default or otherwise, shall continue to accrue through the Forbearance Period.

13. Representations and Warranties. Borrower hereby represents, warrants and covenants to Lender, that:

(a) Authorization. Borrower is duly authorized to execute and deliver this Agreement and all deliveries required hereunder, and is and will continue to be duly authorized to borrow monies under the Mortgage, as amended hereby, and to perform its obligations under the Mortgage and the other Loan Documents.

(b) No Conflicts. The execution and delivery of this Agreement and all deliveries required hereunder, and the performance by Borrower of its obligations under the Mortgage and the other Loan Documents do not and will not conflict with any provision of law or of the charter or bylaws of Borrower or of any agreement binding upon Borrower.

(c) Validity and Binding Effect. This Agreement, the Mortgage, and the other Loan Documents are a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(d) No Events of Default. As of the date hereof, other than as set forth herein, no default or Event of Default under the Mortgage or the other Loan Documents has occurred or is continuing, which default(s) has/have not been waived by Lender.

(e) Warranties. As of the date hereof the representations and warranties in the Mortgage and the other Loan Documents are true and correct as though made on such date, except where a different date is specifically indicated.

14. Additional Representations and Warranties. Borrower hereby makes the following additional representations and warranties:

(a) Borrower has not made an assignment for the benefit of creditors.

(b) Borrower has reviewed this Agreement with Borrower's independent legal advisors as to the advisability of making the agreements, waivers, and releases provided

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for herein, and with respect to the advisability of executing this Agreement, and with respect to the meaning and operation of every waiver contained herein.

(c) Neither Lender, nor any officer, agent, employee, representative servicer, or attorney of or for Lender, has made any statement or representation to Borrower regarding any fact relied upon in entering into this Agreement and Borrower acknowledges and agrees that Borrower has not relied upon any statement, representation or promise of any other party or of any officer, agent, employee, representative, servicer, or attorney for Lender, in executing this Agreement, or in making the agreements, amendments and releases provided for herein.

(d) Borrower has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining hereto as Borrower deems necessary.

(e) No representation, warranty or statement of Borrower in this Agreement contains or will contain any untrue statement of a material fact.

(f) Borrower's covenants, agreements, representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date hereof and shall survive the termination of this Agreement and shall the exercise by Lender of any or all of its rights and remedies under the Loan Documents, or at law or in equity.

15. **Conditions to Effectiveness.** This Agreement shall be deemed to be effective as of the date of (the "Agreement Effective Date"), and the effectiveness of this Agreement shall be subject to, the satisfaction of all of the following conditions:

(a) This Agreement, duly authorized and fully executed by Borrower and Lender, shall have been delivered to Lender.

(b) Execution and delivery of the Third Amended and Restated Mortgage Note.

(c) Resolutions shall have been adopted by Borrower authorizing the execution, delivery and performance of this Agreement, and a copy thereof shall have been delivered to Lender.

(d) Execution and delivery of a Certificate of No Change in form and substance acceptable to Lender in its sole discretion.

(e) Borrower shall clear all exceptions from title necessary for Chicago Title Insurance Company to issue a lender's policy of title insurance to Lender;

(f) Borrower shall remit any and all delinquent payments whether provided for herein or otherwise.

(g) Such other documents, instruments or agreements as Lender may request in order to effectuate fully the transactions contemplated herein shall have been duly executed and delivered to Lender.

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16. **Security.** All Loan Documents creating, evidencing and/or perfecting Lender's security interest in the Collateral shall remain in full force and effect and shall secure the Loans, as amended hereby. At any time and from time to time, upon the reasonable request of Lender and at the sole expense of Borrower, Borrower will promptly execute and deliver such further instruments and documents, and take such further actions as Lender may reasonably request, for the purpose of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted to Lender under the Mortgage or any of the other Loan Documents.

17. **Release.** Borrower and Guarantor each hereby expressly covenant, promise, agree and represent to the Lender that they have no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to Loan Documents or any action taken or not taken by the Lender with respect thereto or with respect to the Collateral. Without limiting the generality of the foregoing, Borrower and Guarantor hereby release and forever discharge the Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents. Borrower and Guarantor agree that they shall not now or hereafter institute, maintain, or assert, either directly or indirectly, any claim, demand, right, or cause of action, known or unknown, that has accrued or could have been made or brought at any time up to and including the date of this Agreement against Lender or its Subsidiaries, affiliates, officers, directors, employees, or agents, past or present, arising out of, or claimed to have arisen out of, any past or present relationship, whether contractual or otherwise, between Borrower and Lender, including without limitation, any claim arising out of or relating to the lending relationship between Borrower and Lender, any Loan Documents relating thereto, and this Agreement. This release may be pleaded as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit, or other proceeding or testimony that may be instituted by Borrower in breach of this release. The referenced release does not in any way impact the terms of the Settlement Agreement and the respective releases set forth therein.

18. **Notice.** Any notice required or permitted to be given under this Agreement or the Loan Documents by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth hereinbelow for the party to whom the notice is given, (ii) placed in the United States mail, certified and return receipt requested, addressed to such party at the address hereinafter specified, or (iii) deposited into the custody of Federal Express Corporation to be sent by Federal Express Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter specified.

The address of Melrose Lake for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Melrose Lake: Melrose Lake, L.L.C.
518 Broadway Street
Libertyville, IL 60048
Attn: Martin Tuohy

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The address of Lender for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Lender: Fifth Third Bank
222 S. Riverside Plaza
Chicago, IL 60606
Attention: Special Assets Group

The address of Chicago Title for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Chicago Title: Chicago Title Land Trust Company, a corporation of Illinois, as successor in trust to Grand Premier Trust and Investments, Inc., N.A., as Trustee under Trust Agreement dated April 21, 1999 and known as Trust Number 7003921
171 N. Clark Street
Suite 575
Chicago, Illinois 60601

The address of Guarantors for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Guarantors: Martin G. Tuohy
518 Broadway
Libertyville, Illinois 60048
Lyle Petersen
1516 Remington Lane
Round Lake, IL 60073

From time to time any party may designate another address within the 48 contiguous states of the United States of America by giving the other parties not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

19. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies

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and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower, and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower, or any subsidiary of Borrower, is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

20. **Trustee's Exculpation.** This Agreement is executed by the Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by the beneficiary. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Agreement, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness (as defined in the Mortgage) or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.

21. **Miscellaneous.**

(a) **Captions.** Section captions and headings used in this Agreement are for convenience only and are not part of and shall not affect the construction of this Agreement.

(b) **Jurisdiction; Jury Waiver.** This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit under the Loan Documents or this Agreement, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(d) Successors and Assigns. All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement, the Loan Documents, or any interest therein, without the prior written consent of Lender.

(e) References. From and after the Agreement Effective Date, any reference to the Mortgage or the other Loan Documents contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Agreement shall be deemed to include this Agreement unless the context shall otherwise require.

(f) Continued Effectiveness. Notwithstanding anything contained herein, the terms of this Agreement are not intended to and do not serve to effect a novation as to the Mortgage. The parties hereto expressly do not intend to extinguish the Mortgage. Instead, it is the express intention of the parties hereto to reaffirm the indebtedness created under the Mortgage which is evidenced by the Note provided for therein and secured by the Collateral. The Mortgage and each of the other Loan Documents, except as modified hereby, remain in full force and effect and are hereby reaffirmed in all respects.

(g) Reservation of Rights. Borrower acknowledges and agrees that the execution and delivery by Lender of this Agreement shall not be deemed to create a course of dealing or otherwise obligate Lender to give similar agreements in the future.

(h) Reaffirmation and Ratification. Except as hereby expressly amended, all terms, covenants, and provisions of the Mortgage, the Note, and each of the other Loan Documents are and shall remain in full force and effect and all references therein and in the other Loan Documents to the Mortgage or the Note shall henceforth refer to the Mortgage or the Note as amended by this Agreement. This Agreement shall be deemed incorporated into, and a part of, the Mortgage, the Note, and each of the Loan Documents. The undersigned further acknowledge that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower or Guarantor under the Loan Documents.

(i) No Waiver. No provision of this Agreement shall be deemed to constitute a waiver of any or all of Borrower's defaults under the Loan Documents. Subject to the terms of this Agreement, Lender expressly reserves any and all rights and remedies available to it under this Agreement, the Loan Documents, or at law or in equity for any past, present or future defaults of Borrower. Subject to the terms of this Agreement, no failure to exercise, or any delay by Lender in exercising, any right, power or privilege hereunder or under the Loan Documents shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies

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provided Lender in this Agreement and in the Loan Documents are cumulative and not exclusive of each other or of any right and remedy provided Lender by law or in equity. Except as otherwise expressly provided in the Loan Documents, no notice to or demand upon Borrower in any instance shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand. Acceptance by Lender of any payments or reimbursements referred to in this Agreement shall not constitute a waiver by Lender of any of its rights under the Loan Documents or at law or equity whatsoever.

(j) Costs. Borrower shall pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Agreement.

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

(l) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(m) Borrower and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect. Each of the undersigned acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Agreement is executed and delivered to Lender as an inducement to extend the term of the Loan and to increase the interest rate of the Loan.

(n) Time is of the essence.

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower and Lender have executed this Fourth Modification of Loan Documents and Forbearance Agreement as of the date first above written.

BORROWER:

MELROSE LAKE, L.L.C.,
an Illinois limited liability company

By: *Martin G. Touhy*
Name: Martin G. Touhy
Its: Managing Member

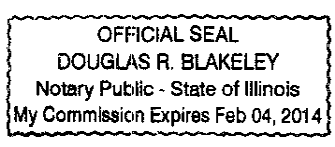
Property of Cook County Clerk's Office

STATE OF IL)
) IS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARTIN TOUHY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as MANAGING MEMBER of **MELROSE LAKE, L.L.C.**, an Illinois limited liability company, whose name is subscribed to the foregoing instrument as BORROWER, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of April, 2013.

Douglas R. Blakeley
Notary Public
My commission expires: 02/04/14



UNOFFICIAL COPY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

TRUSTEE:

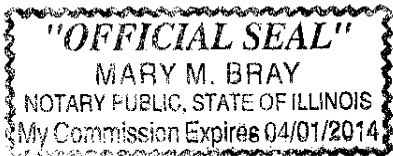
CHICAGO TITLE LAND TRUST COMPANY,
 a corporation of Illinois, as successor in trust to
 Grand Premier Trust and Investments, Inc., N.A., as
 Trustee under Trust Agreement dated April 21,
 1999 and known as Trust Number 7003921 *and not personally.*

By: *Eva Higi*
 Name: *Eva Higi*
 Title: *Trust Officer*

STATE OF *Illinois*)
) SS.
 COUNTY OF *Lake*)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that *Eva Higi*, the *Trust Officer*, of CHICAGO TITLE LAND TRUST COMPANY, Trustee aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *Trust Officer*, 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the *24*th day of *April*, 2013.



Mary M. Bray
 Notary Public

My Commission Expires:

UNOFFICIAL COPY

LENDER:

FIFTH THIRD BANK,
an Ohio banking corporation, successor by merger with
Fifth Third Bank, a Michigan banking corporation-

By: Todd P. Geurs
Name: Todd P. Geurs
Its: VP-Special Assets Group

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 Todd Geurs the Vice President of Fifth Third Bank, an Ohio banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of April, 2013.

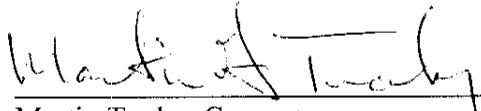
Christine Martinez
Notary Public
My commission expires: 9/13/2016



UNOFFICIAL COPY

GUARANTOR ACKNOWLEDGEMENT

The undersigned Guarantor hereby consent and agree to the above Fourth Modification of Loan Documents and Forbearance Agreement.

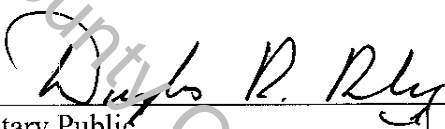


Martin Tuohy, Guarantor

STATE OF IL)
) ss
COUNTY OF LAKE)

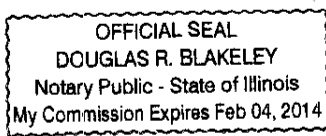
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin Tuohy, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and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

Given under my hand and official seal, this 26 day of April, 2013.



Notary Public

My commission expires: 22/04/14



UNOFFICIAL COPY

GUARANTOR ACKNOWLEDGEMENT

The undersigned Guarantor hereby consent and agree to the above Fourth Modification of Loan Documents and Forbearance Agreement.

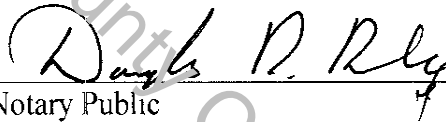


Lyle Petersen, Guarantor

STATE OF IL)
) SS
COUNTY OF LAKE)

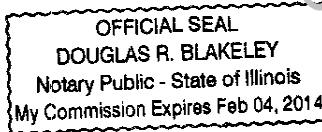
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lyle Petersen, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and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

Given under my hand and official seal, this 26 day of April, 2013.



Notary Public

My commission expires: 02/04/14



UNOFFICIAL COPY

Exhibit A

Legal Description of the Property

PARCEL 1:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF) THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 402.96 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 259.0 FEET THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 268.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.92 FEET TO THE NORTH LINE OF LAKE STREET AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LAKE STREET AFORESAID 279.88 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PART OF PARCEL 1 TRANSFERRED TO THE VILLAGE OF MELROSE PARK BY DEED RECORDED AS DOCUMENT NUMBER 0413935295 AND DESCRIBED AS FOLLOWS:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE THEREOF); THENCE ON AN ASSUMED BEARING OF NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 278.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 45 MINUTES 57 SECONDS WEST A DISTANCE OF 165.70 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST A DISTANCE OF 124.05 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 165.70 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH 02 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 124.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNOFFICIAL COPY

LOTS 1, 2 AND 3 IN RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LOTS 192 TO 201 BOTH INCLUSIVE AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT, THENCE NORTH ON A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID LOT 201, AND SAID LINE EXTENDED NORTH FOR A DISTANCE OF 200 FEET TO A POINT AND THENCE NORTHWESTERLY ON A LINE WHICH IS PARALLEL WITH SAID SOUTHERLY LINE OF LOTS 192 TO 201 AND SAID LINE EXTENDED SOUTHEASTERLY FOR A DISTANCE OF 300 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE, THENCE SOUTH ON THE EAST LINE OF 27TH AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING.

PARCEL 4:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 201 IN SAID SUBDIVISION SAID POINT BEING IDENTICAL WITH THE NORTHEAST CORNER OF 27TH AVENUE AND SECONDARY LAKE STREET (SO CALLED) AS SHOWN ON SAID PLAT OF SUBDIVISION AND RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 201 EXTENDED NORTHWESTERLY A DISTANCE OF 33.93 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT

201 AND SAID LINE EXTENDED FOR A DISTANCE OF 33.93 FEET TO A POINT IN THE EAST LINE OF 27TH AVENUE WHICH IS 200 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 201, THENCE SOUTH ALONG THE EAST LINE OF 27TH

UNOFFICIAL COPY

AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE THEREOF); THENCE ON AN ASSUMED BEARING OF NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 278.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 45 MINUTES 57 SECONDS WEST A DISTANCE OF 165.70 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST A DISTANCE OF 124.05 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 165.70 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH 02 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 124.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT TO MAINTAIN THAT PORTION OF AN EXISTING BUILDING AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN GRAND PREMIER TRUST & INVESTMENTS, INC., N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1999 AND KNOWN AS TRUST NUMBER 7003931 AND THE VILLAGE OF MELROSE PARK, DATED AS OF OCTOBER 3, 2000 AND RECORDED OCTOBER 17, 2000 AS DOCUMENT NUMBER 00811524, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF); THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 164.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE A DISTANCE OF 28.50 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 103 DEGREES 56 MINUTES 22 SECONDS TO THE RIGHT A DISTANCE OF 8.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER

UNOFFICIAL COPY

DISTANCE OF 28.50 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 8.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2700-2701 West Lake Street, Melrose Park, Illinois 60161

Parcel Tax Number(s): 15-04-404-015-0000; 15-04-404-017-0000; 15-04-404-018-0000;
15-04-404-019-0000;

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B

Former Legal Description of the Property

PARCEL 1:

THAT PART LYING NORTH OF LAKE STREET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO HAMMOND AND WESTERN RAILWAY RIGHT OF WAY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTER LINE THEREOF) THENCE NORTH ALONG THE SAID EAST LINE A DISTANCE OF 402.96 FEET THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 259.0 FEET THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 268.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 44.92 FEET TO THE NORTH LINE OF LAKE STREET AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LAKE STREET AFORESAID 279.88 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PART OF PARCEL 1 TRANSFERRED TO THE VILLAGE OF MELROSE PARK BY DEED RECORDED AS DOCUMENT NUMBER 0413935295 AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE THEREOF); THENCE ON AN ASSUMED BEARING OF NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 278.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 45 MINUTES 57 SECONDS WEST A DISTANCE OF 165.70 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST A DISTANCE OF 124.05 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 165.70 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH 02 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 124.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNOFFICIAL COPY

LOTS 1, 2 AND 3 IN RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET, AND DESCRIBED AS FOLLOWS:

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PARCEL 4:

THAT PART OF EMILIE WIEGLEBS ADDITION TO MELROSE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF LAKE STREET AND DESCRIBED AS FOLLOWS:

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UNOFFICIAL COPY

AVENUE, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

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COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE NORTHERLY LINE OF LAKE STREET (BEING 33.0 FEET NORTHERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE THEREOF); THENCE ON AN ASSUMED BEARING OF NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 278.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 45 MINUTES 57 SECONDS WEST A DISTANCE OF 165.70 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 28 SECONDS EAST A DISTANCE OF 124.05 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 165.70 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH 02 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 124.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT TO MAINTAIN THAT PORTION OF AN EXISTING BUILDING AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN GRAND PREMIER TRUST & INVESTMENTS, INC., N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 21, 1999 AND KNOWN AS TRUST NUMBER 7003931 AND THE VILLAGE OF MELROSE PARK, DATED AS OF OCTOBER 3, 2000 AND RECORDED OCTOBER 17, 2000 AS DOCUMENT NUMBER 00811524, OVER THE FOLLOWING DESCRIBED PROPERTY:

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UNOFFICIAL COPY

DISTANCE OF 28.50 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 8.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2701 West Lake Street, Melrose Park, Illinois 60161

Parcel Tax Number(s): 14-04-404-015-0000; 14-04-404-017-0000; 14-04-404-018-0000;
14-04-404-019-0000; 15-04-409-033-0000; 15-04-409-034-0000

Property of Cook County Clerk's Office